

## **EXHIBIT 18**

#1

**STRATEGIC 0001 .**

## **STOCK PURCHASE AGREEMENT**

**THIS STOCK PURCHASE AGREEMENT** (the "Agreement"), is made and entered into as of this 5th day of February, 2014, by and among Strategic Global Investments, Inc., a Delaware corporation, having an address of 8451 Miralani Drive, Suite D, San Diego, California 92126 (the "Purchaser"), and Robert Coffy, having an address of 40723 Mountain Pride Drive, Murrieta, California 92562, (the "Seller").

### **WITNESSETH:**

**WHEREAS**, the Seller owns one (1) share of the common stock (the "Share") of BearPot, Inc., a Colorado corporation (the "Company"), which is the only issued and outstanding share of stock of the Company;

**WHEREAS**, the Sellers desire to sell, and Purchaser desires to purchase, the Share in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual premises herein contained and intending to be legally bound hereby, Purchaser and Sellers agree as follows:

### **SECTION 1. PURCHASE AND SALE**

**1.01 Purchase of Share.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer and assign to Purchaser, all of Seller's right, title and interest in and to the Share, and Purchaser agrees to purchase the Share from Seller. At the Closing (as hereinafter defined), any share certificate which represents the Share will be delivered to the Purchaser duly endorsed in blank for transfer, or if no share certificate exists, an assignment and bill of sale of the Share satisfactory in form to the Purchaser and executed by the Seller transferring the Share to Purchaser shall be delivered to Purchaser.

**1.02 Closing.** The closing will take place at a time and place to be agreed upon by the parties (the "Closing").

**1.03 Purchase Price.** The purchase price to be paid by Purchaser for the Share (the "Purchase Price") shall be Fifty Thousand and 00/100 Dollars (\$50,000.00), which shall be paid by Purchaser as follows: \$50,000 in cash.

(a) At the Closing, Purchaser will deliver to Seller \$10,000 by check or wire transfer and the balance within 30 days from closing.

(b) Beginning on March 1, 2014 and on the first of each month thereafter for five (5) additional months, the Purchaser will deliver to Seller by check the amount of \$2,000 for a total of \$10,000.

### **SECTION 2. REPRESENTATIONS AND WARRANTIES**

**2.01 Representations and Warranties of Seller.** Seller represents and warrants to Purchaser as follows:

(a) **Authority.** Seller has the right, power, capacity and authority to enter into and perform his obligations under this Agreement, including selling the Share, and consummate the transactions contemplated herein;

(b) **Execution.** This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable against him in accordance with the terms set forth herein, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally, and by general principles of equity;

(c) **Shares.** The Shares are owned beneficially and of record solely by Seller free and clear of liens or encumbrances, and valid title to the Shares shall pass to Purchaser at the Closing, free and clear of liens or encumbrances;

(d) **Consents.** To the best of Seller's knowledge, no consent or approval of any person or entity is necessary for the sale of the Share to Purchaser as contemplated by this Agreement;

(e) **Proceedings.** To the best of Seller's knowledge, no action, suit, proceeding or order to restrain or prohibit the consummation of the transactions contemplated under this Agreement is currently pending or threatened;

(f) **Assets.** The assets the Company owns are: (a) equipment with a market value of \$10,000 and (b) living plants that are healthy and growing and have a market value of \$5,000 and training by the Seller in the field of cannabis cultivation, sales and assist in obtaining any and all new licenses and permits that may be required due to changes in Colorado law valued by the parties at \$35,000.

(g) **Real Property.** The Company does not own any real property and is leasing the facility.

(h) **Existing Liabilities.** The Company does not have any liability or obligation of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) and will not have any at the time of the Closing;

(i) **Employees.** The Company has no employees but engages several independent contractors and consultants.

(j) **Compliance with Laws.**

(i) The Company has at all times been in compliance with every legal Requirement that is or was applicable to it or the conduct of its business or the ownership or use of any of its assets at the time of purchase.

(ii) No event has occurred or circumstance exists that (with or without notice or lapse of time) (A) could constitute or result in a violation by the Company of, or a failure on the part of the Company to comply with, any legal requirement, or (B) could give rise to any obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action.

(iii) The Company has not received any notice or other communication (whether oral or written) regarding (A) any actual, alleged, or potential violation of, or failure to comply with, any legal requirement, or (B) any actual, alleged, or potential obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action;

(iv) The Company understands that there have been some changes to the Colorado laws and plans to comply with all of the laws of Colorado by applying and obtaining all licenses and permits that the new laws require with the help of Seller and Consultants hired by the company to provide such assistance. The Company will not sell any inventory until such laws are complied with.

(k) **Environmental.** To the knowledge of Seller, the proposed operations of the Company and/or its use of its assets do not violate any Legal requirement pertaining to the collection, transportation, storage, treatment, discharge, release, processing, handling, or disposal of substances that might pollute, contaminate, or be hazardous or toxic if present in the air, ground, or surface water, land or other parts of the environment or other wastes, including, without limitation (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et seq.), as amended from time to time ("CERCLA") (including, without limitation, as amended pursuant to the Superfund Amendments and Reauthorization Act of 1986), and such regulations promulgated under CERCLA, (b) the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et seq.), as amended from time to time ("RCRA") and such regulations promulgated under RCRA, and (c) any applicable federal, state, or local laws or regulations relating to the condition of the air, ground or surface water, land or other parts of the environment, to the release or potential release of any substance into the air, ground or surface water, land, or other parts of the environment (collectively, the "Applicable Environmental Laws"), and, to the knowledge of Seller, none of the proposed operations of the Company would constitute a violation of any of the applicable environmental laws that would have a material adverse effect on the financial condition, assets, business, or property of the Company taken as a whole; and

(l) **Broker.** Seller has not incurred any obligation or liability, contingent or otherwise, for any brokerage or finder's fee or agent's commission or other

similar payment in connection with this Agreement or the transaction contemplated hereby.

**2.02 Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller as follows:

(a) **Authority.** Purchaser has the right, power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby;

(b) **Execution.** This Agreement has been duly and validly executed and delivered by Purchaser and, when delivered, will constitute a valid and binding obligation of Purchaser enforceable in accordance with the terms set forth herein, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally, and by general principles of equity;

(c) **Consents.** To the best of Purchaser's knowledge, no consent or approval of any person or entity is necessary for the consummation by Purchaser of the transactions contemplated by this Agreement; and

(d) **Proceedings.** To the best of Purchaser's knowledge, no action, suit, proceeding or order to restrain or prohibit the consummation of the transactions contemplated under this Agreement is currently pending or threatened.

(e) **Stock Restrictions.** Purchaser acknowledges that he is aware that the Sale Shares have not been registered under the Securities Act of 1933, as amended, (the "Securities Act") nor under any state securities law. Purchaser further acknowledges that the Sale Shares cannot be sold or transferred except in compliance with the Securities Act and any applicable state securities law. Finally, Purchaser acknowledges that, as a result of the foregoing, the Sale Shares will bear a restrictive legend that will prevent their sale unless they are registered under the Securities Act or are sold under an exemption available thereunder.

**2.03 Survival.** The representations and warranties of the parties hereto contained in this Agreement shall survive the Closing and consummation of the transactions contemplated by this Agreement for a period of two (2) years from the Closing.

### **SECTION 3. CONDITIONS TO PURCHASER'S OBLIGATIONS**

**3.01** The obligation of Purchaser to consummate the transaction contemplated by this Agreement is subject, in the sole discretion of Purchaser, to the satisfaction, on or prior to the Closing, of each of the following conditions (any of which may, in the sole discretion of Purchaser, be waived in whole or in part):

(a) **Representations, Warranties and Obligations.** All representations and warranties of Seller contained in this Agreement shall be true and correct in all respects as of the Closing, and Seller shall have performed all obligations to be performed by it as of the Closing pursuant to this Agreement.

(b) **Consents.** All approvals, consents, licenses, registrations, authorizations and waivers necessary, including those of lenders, governmental authorities and others shall have been obtained, to permit Seller to transfer the Shares pursuant to this Agreement.

(c) **Good Standing.** Purchaser shall have received a good standing certificate from the Colorado Department of State, showing the Company to be in good standing.

(d) **Changes.** There shall not have been any material adverse change in the condition of the assets of the Company prior to the Closing.

#### **SECTION 4. POST-CLOSING MATTERS**

4. **Funding By Purchaser.** After the Closing, Purchaser shall contribute to the Company the sum of \$2,000 per month for 5 months starting on March 1, 2014 and on the first of each month for the next 4 months thereafter.

#### **SECTION 5. MISCELLANEOUS**

5.01 **Captions.** The captions of the various sections and subsections used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

5.02 **Notices.** Any notice given hereunder by a party to the other party shall be in writing and shall be given either personally or sent by registered or certified mail, return receipt requested, which shall be addressed to the addresses of the parties set forth in the opening paragraph of this Agreement, or to such other address as may be designated by them. Any notice will be deemed delivered upon receipt thereof by the receiving party or on refusal of such receiving party to accept such notice.

5.03 **Amendments; Applicable Law.** The provisions of this Agreement may not be modified, amended, or waived except by a writing, executed by the parties hereto. This Agreement and all documents given in connection herewith shall be construed in accordance with the internal laws of the State of California without giving effect to the conflicts of laws principles thereof. Should any court find any provision of this Agreement to be less than fully enforceable due to its breadth or restrictiveness, or for any other reason, the parties hereto intend that the court shall enforce the remaining provision to the full extent permissible.

5.04 **Binding Effect and Assignment.** This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto and their respective heirs, legal representatives,

successors and permitted assigns. This Agreement may not be transferred, assigned, pledged or hypothecated by either party without the prior written consent of the other party.

**5.05 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**5.06 Entire Agreement.** This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written understandings, negotiations or communications on behalf of the parties hereto.



IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

**SELLER:**

  
Robert Coffy

**PURCHASER:**

Strategic Global Investments, Inc.

By:   
Andrew Fellner, President

#2

STRATEGIC-0009

# Receipt

DATE	TICKET
Tuesday, March 11, 2014	27074

6:35:48 PM Page 1 of 1

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
10	355179	Sun - Magnum XXXL -8" Air-Cooled Reflector (Was \$257.95, Saved \$720.10)			\$185.94	\$1,859.40

Sub Total:	\$1,859.40
Sales Tax:	\$155.44
Total:	<u>\$2,014.84</u>

Payments	Amount
VISA	<u>\$2,014.84</u>
	\$2,014.84

Card Number: XXXX....2439, Authorization: 691719, Amount: \$2,014.84

X \_\_\_\_\_

Total Saved: \$720.10

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$2,014.84**

STRATEGIC 00010

# Receipt

DATE	TICKET
Wednesday, March 12, 2014	27114
6:52:29 PM	Page 1 of 2

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

10	708415	Sun System Hardcore Remote Ballast 1000w HPS/MH 120/240 (Was \$114.95, Saved \$249.50)			\$80.00	\$900.00
10	066965	EYE HORTILUX - HPS Enhanced 1000 Watt - LU1000B/HTL/EN (Was \$129.95, Saved \$549.50)			\$75.00	\$750.00
1	038877	Titan Controls Helios 13 - 16 Light Controller with Timer (Was \$849.95, Saved \$130.01)			\$719.94	\$719.94

Sub Total:	\$2,369.94
Sales Tax:	\$198.13
Total:	<u>\$2,568.07</u>

Payments	Amount
VISA	<u>\$2,568.07</u>
	\$2,568.07

Card Number: XXXX....2439, Authorization: 547078, Amount: \$2,568.07

X \_\_\_\_\_

Total Saved: \$929.01

**Total: \$2,568.07**

STRATEGIC 00011 .

# Receipt

DATE	TICKET
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Wednesday, March 12, 2014 27114  
6:52:29 PM Page 2 of 2

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$2,568.07**

STRATEGIC 00012

# Receipt

DATE	TICKET
Friday, March 14, 2014 5:02:10 PM	27172 Page 1 of 3

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	1334	PHRESH FILTER 10X39 1400 CFM (Was \$304.95, Saved \$111.70)			\$193.25	\$193.25
10	199755	PROGRIP (Rope Ratchet) - Light Hangers 1/8" - 1 pair (Was \$16.95, Saved \$62.10)			\$10.74	\$107.40
3	557502	Ideal Air Silver/Silver Ducting 10x25 (Was \$34.95, Saved \$35.91)			\$22.98	\$68.94
4	820104	eco plus 18" wall mount fan (Was \$57.95, Saved \$40.04)			\$47.94	\$191.76
4	752716	TITAN CONTROLS - Apollo 8 (Was \$11.95, Saved \$12.04)			\$8.94	\$35.76
1	718840	Can-Fan Max Fan 10in (Was \$306.65, Saved \$85.91)			\$220.74	\$220.74
2	770	Sunshine Mix #4 Aggregate Plus - 3.8 cu.ft. (Was \$52.95, Saved \$27.92)			\$38.99	\$77.98
2	053674	FOX FARM - Ocean Forest Soil - 1.5cu.ft. Bag (Was \$20.95, Saved \$11.98)			\$14.96	\$29.92
2	394722	MOTHER EARTH - Perlite #4 - 4cu. ft. bag (Was \$45.95, Saved \$35.90)			\$28.00	\$56.00
40	822983	SMART POT 5 GALLON (50CS) (Was \$5.95, Saved \$38.00)			\$5.00	\$200.00
40	022523	SMART POT 1 GALLON (100CS) (Was \$2.19, Saved \$7.60)			\$2.00	\$80.00
2	279	Panda Film Roll - 10' X 100' (Was \$92.95, Saved \$55.90)			\$65.00	\$130.00
3	379433	Wind King 8" Inline Fan 745 C.F.M. 1.7 Amps (Was \$159.95, Saved \$224.85)			\$85.00	\$255.00
1	050487	Bluelab Soil pH Meter (Was \$240.00, Saved \$61.25)			\$178.75	\$178.75
1	147909	MONDI - Utility Sump Pump 1200x			\$81.19	\$81.19

**Total: \$2,735.88**

STRATEGIC 00013

# Receipt

DATE	TICKET
Friday, March 14, 2014	27172
5:02:10 PM	Page 2 of 3

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	932	(Was \$108.95, Saved \$27.76) ECOPLUS - Commercial Air 1 - 18 watts - Single outlet 38 Liter/min			\$38.13	\$38.13
2	416534	(Was \$54.49, Saved \$16.36) DEEP WATER - Double Air Diffuser - 1/4" ID			\$27.50	\$55.00
10	923964	(Was \$36.95, Saved \$18.90) 3/16 ID BLACK TUBING PER FOOT			\$0.10	\$1.00
1	609576	(Was \$0.15, Saved \$0.50) Twist Tie dispenser with cutter - 164 ft			\$2.15	\$2.15
4	680670	(Was \$3.59, Saved \$1.44) EYE HORTILUX - 1000 Super MH - U/BT-37 HTL			\$55.00	\$220.00
1	777049	(Was \$86.95, Saved \$127.80) Grower's Edge Dry Rack w/ 3 in Opening (12/Cs)			\$29.94	\$29.94
1	531664	(Was \$39.95, Saved \$10.01) FISKARS - Easy Pour Watering Can 2.6 Gallon			\$19.81	\$19.81
1	765868	(Was \$26.95, Saved \$7.14) ECOPLUS - 64 oz/1.9 Liter Spray Bottle (SPRAYER)			\$5.94	\$5.94
3	891431	(Was \$9.49, Saved \$3.55) Tarp Zip-Up			\$8.60	\$25.80
1	188286	(Was \$12.29, Saved \$11.07) TITAN CONTROLS - Zephyr 1 - Day/Night Temperature Controller			\$63.00	\$63.00
1	126515	(Was \$83.95, Saved \$20.95) Fiskars Micro Tip Blades Pruning Snip 2/Pack (6/Cs)			\$24.95	\$24.95
40	661262	(Was \$32.95, Saved \$8.00) 10" GREEN PREMIUM PLASTIC SAUCER			\$1.03	\$41.20
40	963094	(Was \$1.35, Saved \$12.80) 16" GREEN PREMIUM PLASTIC SAUCER (40/CS)			\$2.28	\$91.20
		(Was \$3.09, Saved \$32.40)				

**Total: \$2,735.88**

STRATEGIC.00014

# Receipt

DATE	TICKET
Friday, March 14, 2014	27172
5:02:10 PM	Page 3 of 3

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID	
						BearPot Inc	
QUANTITY	ITEM	DESCRIPTION				PRICE EACH	AMOUNT

Sub Total:	\$2,524.81
Sales Tax:	\$211.07
Total:	\$2,735.88

Payments	Amount
VISA	\$2,735.88
	\$2,735.88

Card Number: XXXX....2439, Authorization: 804466, Amount: \$2,735.88

X \_\_\_\_\_

Total Saved: \$1,109.78

Paid for: 10 Magnum Hoods

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$2,735.88**

STRATEGIC.00015 . . .



# Receipt

DATE	TICKET
Monday, March 17, 2014 7:45:06 PM	27261 Page 1 of 2

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	80207	House & Garden Soil Nutrient A & B (together) – 20 Liters (Was \$209.99, Saved \$81.89)			\$128.10	\$128.10
1	80185	House & Garden Drip Clean 1 Liter (Was \$59.99, Saved \$23.39)			\$36.60	\$36.60
1	80214	House & Garden Roots Excelurator – 1 Liter (Was \$269.99, Saved \$105.29)			\$164.70	\$164.70
1	252096	House & Garden Amino Treatment 1L (Was \$189.99, Saved \$74.09)			\$115.90	\$115.90
1	80216	House & Garden Multi Zen – 5 Liters (Was \$169.99, Saved \$66.29)			\$103.70	\$103.70
1	80219	House & Garden Bud XL – 5 Liters (Was \$224.99, Saved \$87.74)			\$137.25	\$137.25
1	80221	House & Garden Top Booster - 500 milliliter (Was \$21.99, Saved \$8.87)			\$13.12	\$13.12
1	578792	House & Garden Top Shooter 1L (Was \$224.99, Saved \$88.35)			\$136.64	\$136.64
1	80182	House & Garden Magic Green – 1 Liter (Was \$95.99, Saved \$37.43)			\$58.56	\$58.56
1	931677	House & Garden Nitrogen Boost 1L (12cs) (Was \$62.00, Saved \$2.01)			\$59.99	\$59.99

Sub Total:	\$954.56
Sales Tax:	\$79.80
Total:	\$1,034.36

Payments	Amount
VISA	\$1,034.36
	\$1,034.36

**Total: \$1,034.36**

STRATEGIC 00016

# Receipt

DATE	TICKET
Monday, March 17, 2014	27261
7:45:06 PM	Page 2 of 2

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

Card Number: XXXX....2439, Authorization: 443660, Amount: \$1,034.36

X \_\_\_\_\_

Total Saved: \$575.35

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$1,034.36**

STRATEGIC.00017 ,

# Receipt

DATE	TICKET
Saturday, March 22, 2014	27381
10:04:27 AM	Page 1 of 2

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	421779	TITAN ATLAS 2 Pre-set CO2 Moniter (Was \$299.95, Saved \$54.95)			\$245.00	\$245.00
1	9900758	C.A.P. (Custom Automated Products) - Atmosphere Co2 Controller, Day - (CS 1) (Was \$216.95, Saved \$56.95)			\$160.00	\$160.00
1	569909	20lb Tank (Was \$175.00, Saved \$35.00)			\$140.00	\$140.00
1	945216	TITAN CONTROLS - CO2 REGULATOR (Was \$114.95, Saved \$28.70)			\$86.25	\$86.25
1	828850	Titan Controls CO2 Regulator System w/ 25 ft Tubing (Was \$17.95, Saved \$4.25)			\$13.70	\$13.70
-1	188286	TITAN CONTROLS - Zephyr 1 - Day/Night Temperature Controller			\$63.00	(\$63.00)
-1	050487	Bluelab Soil pH Meter			\$178.75	(\$178.75)
1	370878	Bluelab Soil PH Pen (Was \$185.00, Saved \$50.00)			\$135.00	\$135.00

Sub Total:	\$538.20
Sales Tax:	\$45.00
Total:	\$583.20

Payments	Amount
VISA	\$583.20
	\$583.20

**Total: \$583.20**

STRATEGIC 00018

# Receipt

DATE	TICKET
Saturday, March 22, 2014	27381
10:04:27 AM	Page 2 of 2

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

Card Number: XXXX....2439, Authorization: 671415, Amount: \$583.20

X \_\_\_\_\_

Total Saved: \$147.65

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$583.20**

STRATEGIC.00019

#4

STRATEGIC 00020

# Receipt

DATE	TICKET
Tuesday, March 11, 2014 6:35:48 PM	27074 Page 1 of 1

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
10	355179	Sun - Magnum XXXL -8" Air-Cooled Reflector (Was \$257.95, Saved \$720.10)			\$185.94	\$1,859.40

Sub Total:	\$1,859.40
Sales Tax:	\$155.44
Total:	<u>\$2,014.84</u>

Payments	Amount
VISA	<u>\$2,014.84</u>
	\$2,014.84

Card Number: XXXX....2439, Authorization: 691719, Amount: \$2,014.84

X \_\_\_\_\_

Total Saved: \$720.10

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$2,014.84**

STRATEGIC.00021 ..

# Receipt

DATE	TICKET
Wednesday, March 12, 2014	27114

6:52:29 PM Page 1 of 2

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

10	708415	Sun System Hardcore Remote Ballast 1000w HPS/MH 120/240 (Was \$114.95, Saved \$249.50)	\$90.00	\$900.00
10	066965	EYE HORTILUX - HPS Enhanced 1000 Watt - LU1000B/HTL/EN (Was \$129.95, Saved \$549.50)	\$75.00	\$750.00
1	038877	Titan Controls Hellos 13 - 16 Light Controller with Timer (Was \$849.95, Saved \$130.01)	\$719.94	\$719.94

Sub Total:	\$2,369.94
Sales Tax:	\$198.13
Total:	\$2,568.07

Payments	Amount
VISA	\$2,568.07
	\$2,568.07

Card Number: XXXX....2439, Authorization: 547078, Amount: \$2,568.07

X \_\_\_\_\_

Total Saved: \$929.01

**Total: \$2,568.07**

STRATEGIC 00022

# Receipt

DATE	TICKET
Wednesday, March 12, 2014	27114
6:52:29 PM	Page 2 of 2

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$2,568.07**

STRATEGIC 00023 , ,



# Receipt

DATE	TICKET
Friday, March 14, 2014	27172
5:02:10 PM Page 1 of 3	

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	1334	PHRESH FILTER 10X39 1400 CFM (Was \$304.95, Saved \$111.70)			\$193.25	\$193.25
10	199755	PROGRIP (Rope Ratchet) - Light Hangers 1/8" - 1 pair (Was \$16.95, Saved \$62.10)			\$10.74	\$107.40
3	557502	Ideal Air Silver/Silver Ducting 10x25 (Was \$34.95, Saved \$35.91)			\$22.98	\$68.94
4	820104	eco plus 18" wall mount fan (Was \$57.95, Saved \$40.04)			\$47.94	\$191.76
4	752716	TITAN CONTROLS - Apollo 8 (Was \$11.95, Saved \$12.04)			\$8.94	\$35.76
1	718840	Can-Fan Max Fan 10in (Was \$306.65, Saved \$85.91)			\$220.74	\$220.74
2	770	Sunshine Mix #4 Aggregate Plus - 3.8 cu.ft. (Was \$52.95, Saved \$27.92)			\$38.99	\$77.98
2	053674	FOX FARM - Ocean Forest Soil - 1.5cu.ft. Bag (Was \$20.95, Saved \$11.98)			\$14.96	\$29.92
2	394722	MOTHER EARTH - Perlite #4 - 4cu. ft. bag (Was \$45.95, Saved \$35.90)			\$28.00	\$56.00
40	822983	SMART POT 5 GALLON (50CS) (Was \$5.95, Saved \$38.00)			\$5.00	\$200.00
40	022523	SMART POT 1 GALLON (100CS) (Was \$2.19, Saved \$7.60)			\$2.00	\$80.00
2	279	Panda Film Roll - 10' X 100' (Was \$92.95, Saved \$55.90)			\$65.00	\$130.00
3	379433	Wind King 8" Inline Fan 745 C.F.M. 1.7 Amps (Was \$159.95, Saved \$224.85)			\$85.00	\$255.00
1	050487	Bluelab Soil pH Meter (Was \$240.00, Saved \$61.25)			\$178.75	\$178.75
1	147909	MONDI - Utility Sump Pump 1200x			\$81.19	\$81.19

**Total: \$2,735.88**

STRATEGIC 00024

# Receipt

DATE	TICKET
Friday, March 14, 2014	27172
5:02:10 PM	Page 2 of 3

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	932	(Was \$108.95, Saved \$27.76) ECOPLUS - Commercial Air 1 - 18 watts - Single outlet 38 Liter/min			\$38.13	\$38.13
2	416534	(Was \$54.49, Saved \$16.36) DEEP WATER - Double Air Diffuser - 1/4" ID			\$27.50	\$55.00
10	923964	(Was \$36.95, Saved \$18.90) 3/16 ID BLACK TUBING PER FOOT			\$0.10	\$1.00
1	609576	(Was \$0.15, Saved \$0.50) Twist Tie dispenser with cutter - 164 ft			\$2.15	\$2.15
4	680670	(Was \$3.59, Saved \$1.44) EYE HORTILUX - 1000 Super MH - U/BT-37 HTL			\$55.00	\$220.00
1	777049	(Was \$86.95, Saved \$127.80) Grower's Edge Dry Rack w/ 3 in Opening (12/Cs)			\$29.94	\$29.94
1	531664	(Was \$39.95, Saved \$10.01) FISKARS - Easy Pour Watering Can 2.6 Gallon			\$19.81	\$19.81
1	765868	(Was \$26.95, Saved \$7.14) ECOPLUS - 64 oz/1.9 Liter Spray Bottle (SPRAYER)			\$5.94	\$5.94
3	891431	(Was \$9.49, Saved \$3.55) Tarp Zip-Up			\$8.60	\$25.80
1	188286	(Was \$12.29, Saved \$11.07) TITAN CONTROLS - Zephyr 1 - Day/Night Temperature Controller			\$63.00	\$63.00
1	126515	(Was \$83.95, Saved \$20.95) Fiskars Micro Tip Blades Pruning Snip 2/Pack (6/Cs)			\$24.95	\$24.95
40	661262	(Was \$32.95, Saved \$8.00) 10" GREEN PREMIUM PLASTIC SAUCER			\$1.03	\$41.20
40	963094	(Was \$1.35, Saved \$12.80) 16" GREEN PREMIUM PLASTIC SAUCER (40/CS)			\$2.28	\$91.20
		(Was \$3.09, Saved \$32.40)				

**Total: \$2,735.88**

STRATEGIC 00025

# Receipt

DATE	TICKET
Friday, March 14, 2014	27172
5:02:10 PM	Page 3 of 3

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID	
						BearPot Inc	
QUANTITY	ITEM	DESCRIPTION				PRICE EACH	AMOUNT

Sub Total:	\$2,524.81
Sales Tax:	\$211.07
Total:	\$2,735.88

Payments	Amount
VISA	\$2,735.88
	\$2,735.88

Card Number: XXXX....2439, Authorization: 804466, Amount: \$2,735.88

X \_\_\_\_\_

Total Saved: \$1,109.78

Paid for: 10 Magnum Hoods

No returns or exchanges on special order items.

No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$2,735.88**

STRATEGIC.00026 ,

# Receipt

DATE	TICKET
Monday, March 17, 2014	27261
7:45:06 PM Page 1 of 2	

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	80207	House & Garden Soil Nutrient A & B (together) -- 20 Liters (Was \$209.99, Saved \$81.89)			\$128.10	\$128.10
1	80185	House & Garden Drip Clean 1 Liter (Was \$59.99, Saved \$23.39)			\$36.60	\$36.60
1	80214	House & Garden Roots Excelurator -- 1 Liter (Was \$269.99, Saved \$105.29)			\$164.70	\$164.70
1	252096	House & Garden Amino Treatment 1L (Was \$189.99, Saved \$74.09)			\$115.90	\$115.90
1	80216	House & Garden Multi Zen -- 5 Liters (Was \$169.99, Saved \$66.29)			\$103.70	\$103.70
1	80219	House & Garden Bud XL -- 5 Liters (Was \$224.99, Saved \$87.74)			\$137.25	\$137.25
1	80221	House & Garden Top Booster - 500 milliliter (Was \$21.99, Saved \$8.87)			\$13.12	\$13.12
1	578792	House & Garden Top Shooter 1L (Was \$224.99, Saved \$88.35)			\$136.64	\$136.64
1	80182	House & Garden Magic Green -- 1 Liter (Was \$95.99, Saved \$37.43)			\$58.56	\$58.56
1	931677	House & Garden Nitrogen Boost 1L (12cs) (Was \$62.00, Saved \$2.01)			\$59.99	\$59.99

Sub Total:	\$954.56
Sales Tax:	\$79.80
<b>Total:</b>	<b>\$1,034.36</b>

Payments	Amount
VISA	\$1,034.36
	<b>\$1,034.36</b>

**Total: \$1,034.36**

STRATEGIC.00027

# Receipt

DATE	TICKET
Monday, March 17, 2014	27261
7:45:06 PM	Page 2 of 2

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

Card Number: XXXX....2439, Authorization: 443660, Amount: \$1,034.36

X \_\_\_\_\_

Total Saved: \$575.35

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$1,034.36**

STRATEGIC.00028 ..

# Receipt

DATE	TICKET
Saturday, March 22, 2014 10:04:27 AM	27381 Page 1 of 2

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	421779	TITAN ATLAS 2 Pre-set CO2 Monitor (Was \$299.95, Saved \$54.95)			\$245.00	\$245.00
1	9900758	C.A.P. (Custom Automated Products) - Atmosphere CO2 Controller, Day - (CS 1) (Was \$216.95, Saved \$56.95)			\$160.00	\$160.00
1	569909	20lb Tank (Was \$175.00, Saved \$35.00)			\$140.00	\$140.00
1	945216	TITAN CONTROLS - CO2 REGULATOR (Was \$114.95, Saved \$28.70)			\$86.25	\$86.25
1	828850	Titan Controls CO2 Regulator System w/ 25 ft Tubing (Was \$17.95, Saved \$4.25)			\$13.70	\$13.70
-1	188286	TITAN CONTROLS - Zephyr 1 - Day/Night Temperature Controller			\$63.00	(\$63.00)
-1	050487	Bluelab Soil pH Meter			\$178.75	(\$178.75)
1	370878	Bluelab Soil PH Pen (Was \$185.00, Saved \$50.00)			\$135.00	\$135.00

Sub Total:	\$538.20
Sales Tax:	\$45.00
Total:	\$583.20

Payments	Amount
VISA	\$583.20
	\$583.20

**Total: \$583.20**

STRATEGIC 00029 ,

# Receipt

DATE	TICKET
Saturday, March 22, 2014	27381
10:04:27 AM	Page 2 of 2

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

Card Number: XXXX....2439, Authorization: 671415, Amount: \$583.20

X \_\_\_\_\_

Total Saved: \$147.65

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$583.20**

STRATEGIC 00030

#6

STRATEGIC.00031



# Receipt

DATE	TICKET
Tuesday, March 11, 2014 6:35:48 PM	27074 Page 1 of 1

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
10	355179	Sun - Magnum XXXL -8" Air-Cooled Reflector (Was \$257.95, Saved \$720.10)			\$185.94	\$1,859.40

Sub Total:	\$1,859.40
Sales Tax:	\$155.44
Total:	\$2,014.84

Payments	Amount
VISA	\$2,014.84
	\$2,014.84

Card Number: XXXX....2439, Authorization: 691719, Amount: \$2,014.84

X \_\_\_\_\_

Total Saved: \$720.10

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$2,014.84**

STRATEGIC.00032

# Receipt

DATE	TICKET
Wednesday, March 12, 2014	27114
6:52:29 PM	Page 1 of 2

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

10	708415	Sun System Hardcore Remote Ballast 1000w HPS/MH 120/240 (Was \$114.95, Saved \$249.50)	\$90.00	\$900.00
10	066965	EYE HORTILUX - HPS Enhanced 1000 Watt - LU1000B/HTL/EN (Was \$129.95, Saved \$549.50)	\$75.00	\$750.00
1	038877	Titan Controls Helios 13 - 16 Light Controller with Timer (Was \$849.95, Saved \$130.01)	\$719.94	\$719.94

Sub Total:	\$2,369.94
Sales Tax:	\$198.13
Total:	<u>\$2,568.07</u>

Payments	Amount
VISA	<u>\$2,568.07</u>
	\$2,568.07

Card Number: XXXX....2439, Authorization: 547078, Amount: \$2,568.07

X \_\_\_\_\_

Total Saved: \$929.01

**Total: \$2,568.07**

STRATEGIC.00033

# Receipt

DATE	TICKET
Wednesday, March 12, 2014	27114
6:52:29 PM	Page 2 of 2

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$2,568.07**

STRATEGIC.00034

# Receipt

DATE	TICKET
Friday, March 14, 2014	27172
5:02:10 PM	Page 1 of 3

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	1334	PHRESH FILTER 10X39 1400 CFM (Was \$304.95, Saved \$111.70)			\$193.25	\$193.25
10	199755	PROGRIP (Rope Ratchet) - Light Hangers 1/8" - 1 pair (Was \$16.95, Saved \$62.10)			\$10.74	\$107.40
3	557502	Ideal Air Silver/Silver Ducting 10x25 (Was \$34.95, Saved \$35.91)			\$22.98	\$68.94
4	820104	eco plus 18" wall mount fan (Was \$57.95, Saved \$40.04)			\$47.94	\$191.76
4	752716	TITAN CONTROLS - Apollo 8 (Was \$11.95, Saved \$12.04)			\$8.94	\$35.76
1	718840	Can-Fan Max Fan 10In (Was \$306.65, Saved \$85.91)			\$220.74	\$220.74
2	770	Sunshine Mix #4 Aggregate Plus - 3.8 cu.ft. (Was \$52.95, Saved \$27.92)			\$38.99	\$77.98
2	053674	FOX FARM - Ocean Forest Soil - 1.5cu.ft. Bag (Was \$20.95, Saved \$11.98)			\$14.96	\$29.92
2	394722	MOTHER EARTH - Perlite #4 - 4cu. ft. bag (Was \$45.95, Saved \$35.90)			\$28.00	\$56.00
40	822983	SMART POT 5 GALLON (50CS) (Was \$5.95, Saved \$38.00)			\$5.00	\$200.00
40	022523	SMART POT 1 GALLON (100CS) (Was \$2.19, Saved \$7.60)			\$2.00	\$80.00
2	279	Panda Film Roll - 10' X 100' (Was \$92.95, Saved \$55.90)			\$65.00	\$130.00
3	379433	Wind King 8" Inline Fan 745 C.F.M. 1.7 Amps (Was \$159.95, Saved \$224.85)			\$85.00	\$255.00
1	050487	Bluelab Soil pH Meter (Was \$240.00, Saved \$61.25)			\$178.75	\$178.75
1	147909	MONDI - Utility Sump Pump 1200x			\$81.19	\$81.19

**Total: \$2,735.88**

STRATEGIC.00035

# Receipt

DATE	TICKET
Friday, March 14, 2014	27172
5:02:10 PM	Page 2 of 3

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	932	(Was \$108.95, Saved \$27.76) ECOPLUS - Commercial Air 1 - 18 watts - Single outlet 38 Liter/min			\$38.13	\$38.13
2	416534	(Was \$54.49, Saved \$16.36) DEEP WATER - Double Air Diffuser - 1/4" ID			\$27.50	\$55.00
10	923964	(Was \$36.95, Saved \$18.90) 3/16 ID BLACK TUBING PER FOOT			\$0.10	\$1.00
1	609576	(Was \$0.15, Saved \$0.50) Twist Tie dispenser with cutter - 164 ft			\$2.15	\$2.15
4	680670	(Was \$3.59, Saved \$1.44) EYE HORTILUX - 1000 Super MH - U/BT-37 HTL			\$55.00	\$220.00
1	777049	(Was \$86.95, Saved \$127.80) Grower's Edge Dry Rack w/ 3 in Opening (12/Cs)			\$29.94	\$29.94
1	531664	(Was \$39.95, Saved \$10.01) FISKARS - Easy Pour Watering Can 2.6 Gallon			\$19.81	\$19.81
1	765868	(Was \$26.95, Saved \$7.14) ECOPLUS - 64 oz/1.9 Liter Spray Bottle (SPRAYER)			\$5.94	\$5.94
3	891431	(Was \$9.49, Saved \$3.55) Tarp Zip-Up			\$8.60	\$25.80
1	188286	(Was \$12.29, Saved \$11.07) TITAN CONTROLS - Zephyr 1 - Day/Night Temperature Controller			\$63.00	\$63.00
1	126515	(Was \$83.95, Saved \$20.95) Fiskars Micro Tip Blades Pruning Snip 2/Pack (6/Cs)			\$24.95	\$24.95
40	661262	(Was \$32.95, Saved \$8.00) 10" GREEN PREMIUM PLASTIC SAUCER			\$1.03	\$41.20
40	963094	(Was \$1.35, Saved \$12.80) 16" GREEN PREMIUM PLASTIC SAUCER (40/CS)			\$2.28	\$91.20
		(Was \$3.09, Saved \$32.40)				

**Total: \$2,735.88**

STRATEGIC 00036

# Receipt

DATE	TICKET
Friday, March 14, 2014	27172
5:02:10 PM	Page 3 of 3

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

Sub Total:	\$2,524.81
Sales Tax:	\$211.07
Total:	\$2,735.88

Payments	Amount
VISA	\$2,735.88
	\$2,735.88

Card Number: XXXX....2439, Authorization: 804466, Amount: \$2,735.88

X \_\_\_\_\_

Total Saved: \$1,109.78

Paid for: 10 Magnum Hoods

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$2,735.88**

STRATEGIC 00037 . . .

# Receipt

DATE	TICKET
Monday, March 17, 2014	27261
7:45:06 PM Page 1 of 2	

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	80207	House & Garden Soil Nutrient A & B (together) -- 20 Liters (Was \$209.99, Saved \$81.89)			\$128.10	\$128.10
1	80185	House & Garden Drip Clean 1 Liter (Was \$59.99, Saved \$23.39)			\$36.60	\$36.60
1	80214	House & Garden Roots Excelurator -- 1 Liter (Was \$269.99, Saved \$105.29)			\$164.70	\$164.70
1	252096	House & Garden Amino Treatment 1L (Was \$189.99, Saved \$74.09)			\$115.90	\$115.90
1	80216	House & Garden Multi Zen -- 5 Liters (Was \$169.99, Saved \$66.29)			\$103.70	\$103.70
1	80219	House & Garden Bud XL -- 5 Liters (Was \$224.99, Saved \$87.74)			\$137.25	\$137.25
1	80221	House & Garden Top Booster - 500 milliliter (Was \$21.99, Saved \$8.87)			\$13.12	\$13.12
1	578792	House & Garden Top Shooter 1L (Was \$224.99, Saved \$88.35)			\$136.64	\$136.64
1	80182	House & Garden Magic Green -- 1 Liter (Was \$95.99, Saved \$37.43)			\$58.56	\$58.56
1	931677	House & Garden Nitrogen Boost 1L (12cs) (Was \$62.00, Saved \$2.01)			\$59.99	\$59.99

Sub Total:	\$954.56
Sales Tax:	\$79.80
<b>Total:</b>	<b>\$1,034.36</b>

Payments	Amount
VISA	\$1,034.36
	\$1,034.36

**Total: \$1,034.36**

STRATEGIC.00038

# Receipt

DATE	TICKET
Monday, March 17, 2014	27261
7:45:06 PM Page 2 of 2	

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

Card Number: XXXX....2439, Authorization: 443660, Amount: \$1,034.36

X \_\_\_\_\_

Total Saved: \$575.35

No returns or exchanges on special order items.

No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$1,034.36**

STRATEGIC.00039 .



# Receipt

DATE	TICKET
Saturday, March 22, 2014	27381
10:04:27 AM	Page 1 of 2

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	421779	TITAN ATLAS 2 Pre-set CO2 Monitor (Was \$299.95, Saved \$54.95)			\$245.00	\$245.00
1	9900758	C.A.P. (Custom Automated Products) - Atmosphere CO2 Controller, Day - (CS 1) (Was \$216.95, Saved \$56.95)			\$160.00	\$160.00
1	569909	20lb Tank (Was \$175.00, Saved \$35.00)			\$140.00	\$140.00
1	945216	TITAN CONTROLS - CO2 REGULATOR (Was \$114.95, Saved \$28.70)			\$86.25	\$86.25
1	828850	Titan Controls CO2 Regulator System w/ 25 ft Tubing (Was \$17.95, Saved \$4.25)			\$13.70	\$13.70
-1	188286	TITAN CONTROLS - Zephyr 1 - Day/Night Temperature Controller			\$63.00	(\$63.00)
-1	050487	BlueLab Soil pH Meter			\$178.75	(\$178.75)
1	370878	BlueLab Soil PH Pen (Was \$185.00, Saved \$50.00)			\$135.00	\$135.00

Sub Total:	\$538.20
Sales Tax:	\$45.00
Total:	\$583.20

Payments	Amount
VISA	\$583.20
	\$583.20

**Total: \$583.20**

STRATEGIC 00040

# Receipt

DATE	TICKET
Saturday, March 22, 2014	27381
10:04:27 AM	Page 2 of 2

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

Card Number: XXXX....2439, Authorization: 671415, Amount: \$583.20

X \_\_\_\_\_

Total Saved: \$147.65

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$583.20**

STRATEGIC 00041 . .

#11

STRATEGIC.00042

# Receipt

DATE	TICKET
Tuesday, March 11, 2014	27074
6:35:48 PM	Page 1 of 1

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
10	355179	Sun - Magnum XXXL -8" Air-Cooled Reflector (Was \$257.95, Saved \$720.10)			\$185.94	\$1,859.40

Sub Total:	\$1,859.40
Sales Tax:	\$155.44
Total:	\$2,014.84

Payments	Amount
VISA	\$2,014.84
	\$2,014.84

Card Number: XXXX....2439, Authorization: 691719, Amount: \$2,014.84

X \_\_\_\_\_

Total Saved: \$720.10

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$2,014.84**

STRATEGIC.00043

# Receipt

DATE TICKET  
Wednesday, March 12, 2014 27114  
6:52:29 PM Page 1 of 2

## Reprint

BILL TO:

BearPot Inc BearPot Inc  
BearPot Inc

SHIP TO:

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

10	708415	Sun System Hardcore Remote Ballast 1000w HPS/MH 120/240 (Was \$114.95, Saved \$249.50)			\$90.00	\$900.00
10	066965	EYE HORTILUX - HPS Enhanced 1000 Watt - LU1000B/HTL/EN (Was \$129.95, Saved \$549.50)			\$75.00	\$750.00
1	038877	Titan Controls Helios 13 - 16 Light Controller with Timer (Was \$849.95, Saved \$130.01)			\$719.94	\$719.94

Sub Total: \$2,369.94  
Sales Tax: \$198.13  
Total: \$2,568.07

Payments	Amount
VISA	\$2,568.07
	\$2,568.07

Card Number: XXXX....2439, Authorization: 547078, Amount: \$2,568.07

X \_\_\_\_\_

Total Saved: \$929.01

**Total: \$2,568.07**

STRATEGIC 00044

# Receipt

DATE	TICKET
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Wednesday, March 12, 2014 27114  
6:52:29 PM Page 2 of 2

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$2,568.07**

**STRATEGIC 00045**

# Receipt

DATE	TICKET
Friday, March 14, 2014	27172
5:02:10 PM Page 1 of 3	

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	1334	PHRESH FILTER 10X39 1400 CFM (Was \$304.95, Saved \$111.70)			\$193.25	\$193.25
10	199755	PROGRIP (Rope Ratchet) - Light Hangers 1/8" - 1 pair (Was \$16.95, Saved \$62.10)			\$10.74	\$107.40
3	557502	Ideal Air Silver/Silver Ducting 10x25 (Was \$34.95, Saved \$35.91)			\$22.98	\$68.94
4	820104	eco plus 18" wall mount fan (Was \$57.95, Saved \$40.04)			\$47.94	\$191.76
4	752716	TITAN CONTROLS - Apollo 8 (Was \$11.95, Saved \$12.04)			\$8.94	\$35.76
1	718840	Can-Fan Max Fan 10in (Was \$306.65, Saved \$85.91)			\$220.74	\$220.74
2	770	Sunshine Mix #4 Aggregate Plus - 3.8 cu.ft. (Was \$52.95, Saved \$27.92)			\$38.99	\$77.98
2	053674	FOX FARM - Ocean Forest Soil - 1.5cu.ft. Bag (Was \$20.95, Saved \$11.98)			\$14.96	\$29.92
2	394722	MOTHER EARTH - Perlite #4 - 4cu. ft. bag (Was \$45.95, Saved \$35.90)			\$28.00	\$56.00
40	822983	SMART POT 5 GALLON (50CS) (Was \$5.95, Saved \$38.00)			\$5.00	\$200.00
40	022523	SMART POT 1 GALLON (100CS) (Was \$2.19, Saved \$7.60)			\$2.00	\$80.00
2	279	Panda Film Roll - 10' X 100' (Was \$92.95, Saved \$55.90)			\$65.00	\$130.00
3	379433	Wind King 8" Inline Fan 745 C.F.M. 1.7 Amps (Was \$159.95, Saved \$224.85)			\$85.00	\$255.00
1	050487	Bluelab Soil pH Meter (Was \$240.00, Saved \$61.25)			\$178.75	\$178.75
1	147909	MONDI - Utility Sump Pump 1200x			\$81.19	\$81.19

**Total: \$2,735.88**

STRATEGIC 00046

# Receipt

DATE	TICKET
Friday, March 14, 2014	27172
5:02:10 PM	Page 2 of 3

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	932	(Was \$108.95, Saved \$27.76) ECOPLUS - Commercial Air 1 - 18 watts - Single outlet 38 Liter/min			\$38.13	\$38.13
2	416534	(Was \$54.49, Saved \$16.36) DEEP WATER - Double Air Diffuser - 1/4" ID			\$27.50	\$55.00
10	923964	(Was \$36.95, Saved \$18.90) 3/16 ID BLACK TUBING PER FOOT			\$0.10	\$1.00
1	609576	(Was \$0.15, Saved \$0.50) Twist Tie dispenser with cutter - 164 ft			\$2.15	\$2.15
4	680670	(Was \$3.59, Saved \$1.44) EYE HORTILUX - 1000 Super MH - U/BT-37 HTL			\$55.00	\$220.00
1	777049	(Was \$86.95, Saved \$127.80) Grower's Edge Dry Rack w/ 3 in Opening (12/Cs)			\$29.94	\$29.94
1	531664	(Was \$39.95, Saved \$10.01) FISKARS - Easy Pour Watering Can 2.6 Gallon			\$19.81	\$19.81
1	765868	(Was \$26.95, Saved \$7.14) ECOPLUS - 64 oz/1.9 Liter Spray Bottle (SPRAYER)			\$5.94	\$5.94
3	891431	(Was \$9.49, Saved \$3.55) Tarp Zip-Up			\$8.60	\$25.80
1	188286	(Was \$12.29, Saved \$11.07) TITAN CONTROLS - Zephyr 1 - Day/Night Temperature Controller			\$63.00	\$63.00
1	126515	(Was \$83.95, Saved \$20.95) Fiskars Micro Tip Blades Pruning Snip 2/Pack (6/Cs)			\$24.95	\$24.95
40	661262	(Was \$32.95, Saved \$8.00) 10" GREEN PREMIUM PLASTIC SAUCER			\$1.03	\$41.20
40	963094	(Was \$1.35, Saved \$12.80) 16" GREEN PREMIUM PLASTIC SAUCER (40/CS)			\$2.28	\$91.20
		(Was \$3.09, Saved \$32.40)				

**Total: \$2,735.88**

STRATEGIC.00047 ,



# Receipt

DATE	TICKET
Friday, March 14, 2014	27172
5:02:10 PM	Page 3 of 3

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

Sub Total:	\$2,524.81
Sales Tax:	\$211.07
Total:	\$2,735.88

Payments	Amount
VISA	\$2,735.88
	\$2,735.88

Card Number: XXXX....2439, Authorization: 804466, Amount: \$2,735.88

X \_\_\_\_\_

Total Saved: \$1,109.78

Paid for: 10 Magnum Hoods

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$2,735.88**

STRATEGIC 00048 , ,

# Receipt

DATE	TICKET
Monday, March 17, 2014	27261
7:45:06 PM Page 1 of 2	

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	80207	House & Garden Soil Nutrient A & B (together) -- 20 Liters (Was \$209.99, Saved \$81.89)			\$128.10	\$128.10
1	80185	House & Garden Drip Clean 1 Liter (Was \$59.99, Saved \$23.39)			\$36.60	\$36.60
1	80214	House & Garden Roots Excelurator -- 1 Liter (Was \$269.99, Saved \$105.29)			\$164.70	\$164.70
1	252096	House & Garden Amino Treatment 1L (Was \$189.99, Saved \$74.09)			\$115.90	\$115.90
1	80216	House & Garden Multi Zen -- 5 Liters (Was \$169.99, Saved \$66.29)			\$103.70	\$103.70
1	80219	House & Garden Bud XL -- 5 Liters (Was \$224.99, Saved \$87.74)			\$137.25	\$137.25
1	80221	House & Garden Top Booster - 500 milliliter (Was \$21.99, Saved \$8.87)			\$13.12	\$13.12
1	578792	House & Garden Top Shooter 1L (Was \$224.99, Saved \$88.35)			\$136.64	\$136.64
1	80182	House & Garden Magic Green -- 1 Liter (Was \$95.99, Saved \$37.43)			\$58.56	\$58.56
1	931677	House & Garden Nitrogen Boost 1L (12cs) (Was \$62.00, Saved \$2.01)			\$59.99	\$59.99

Sub Total:	\$954.56
Sales Tax:	\$79.80
Total:	<u>\$1,034.36</u>

Payments	Amount
VISA	<u>\$1,034.36</u>
	\$1,034.36

**Total: \$1,034.36**

STRATEGIC 00049 ..

# Receipt

DATE	TICKET
Monday, March 17, 2014	27261
7:45:06 PM Page 2 of 2	

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

Card Number: XXXX....2439, Authorization: 443660, Amount: \$1,034.36

X \_\_\_\_\_

Total Saved: \$575.35

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$1,034.36**

STRATEGIC.00050 . . .

# Receipt

DATE	TICKET
Saturday, March 22, 2014	27381
10:04:27 AM	Page 1 of 2

## Reprint

**BILL TO:**

BearPot Inc  
BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT
1	421779	TITAN ATLAS 2 Pre-set CO2 Monitor (Was \$299.95, Saved \$54.95)			\$245.00	\$245.00
1	9900758	C.A.P. (Custom Automated Products) - Atmosphere CO2 Controller, Day - (CS 1) (Was \$216.95, Saved \$56.95)			\$160.00	\$160.00
1	569909	20lb Tank (Was \$175.00, Saved \$35.00)			\$140.00	\$140.00
1	945216	TITAN CONTROLS - CO2 REGULATOR (Was \$114.95, Saved \$28.70)			\$86.25	\$86.25
1	828850	Titan Controls CO2 Regulator System w/ 25 ft Tubing (Was \$17.95, Saved \$4.25)			\$13.70	\$13.70
-1	188286	TITAN CONTROLS - Zephyr 1 - Day/Night Temperature Controller			\$63.00	(\$63.00)
-1	050487	BlueLab Soil pH Meter			\$178.75	(\$178.75)
1	370878	BlueLab Soil PH Pen (Was \$185.00, Saved \$50.00)			\$135.00	\$135.00

Sub Total:	\$538.20
Sales Tax:	\$45.00
<b>Total:</b>	<b>\$583.20</b>

Payments	Amount
VISA	\$583.20
	<b>\$583.20</b>

**Total: \$583.20**

STRATEGIC 00051

# Receipt

DATE	TICKET
Saturday, March 22, 2014	27381
10:04:27 AM	Page 2 of 2

## Reprint

**BILL TO:**

BearPot Inc BearPot Inc  
BearPot Inc

**SHIP TO:**

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM	DESCRIPTION			PRICE EACH	AMOUNT

Card Number: XXXX....2439, Authorization: 671415, Amount: \$583.20

X \_\_\_\_\_

Total Saved: \$147.65

No returns or exchanges on special order items.  
No returns or exchanges on liquids, medium, or open-boxed items.

**Total: \$583.20**

STRATEGIC.00052

## **STOCK PURCHASE AGREEMENT**

THIS STOCK PURCHASE AGREEMENT (the "Agreement"), is made and entered into as of this 5th day of February, 2014, by and among Strategic Global Investments, Inc., a Delaware corporation, having an address of 8451 Miralani Drive, Suite D, San Diego, California 92126 (the "Purchaser"), and Robert Coffy, having an address of 40723 Mountain Pride Drive, Murrieta, California 92562, (the "Seller").

### **WITNESSETH:**

WHEREAS, the Seller owns one (1) share of the common stock (the "Share") of BearPot, Inc., a Colorado corporation (the "Company"), which is the only issued and outstanding share of stock of the Company;

WHEREAS, the Sellers desire to sell, and Purchaser desires to purchase, the Share in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained and intending to be legally bound hereby, Purchaser and Sellers agree as follows:

### **SECTION 1. PURCHASE AND SALE**

**1.01 Purchase of Share.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer and assign to Purchaser, all of Seller's right, title and interest in and to the Share, and Purchaser agrees to purchase the Share from Seller. At the Closing (as hereinafter defined), any share certificate which represents the Share will be delivered to the Purchaser duly endorsed in blank for transfer, or if no share certificate exists, an assignment and bill of sale of the Share satisfactory in form to the Purchaser and executed by the Seller transferring the Share to Purchaser shall be delivered to Purchaser.

**1.02 Closing.** The closing will take place at a time and place to be agreed upon by the parties (the "Closing").

**1.03 Purchase Price.** The purchase price to be paid by Purchaser for the Share (the "Purchase Price") shall be Fifty Thousand and 00/100 Dollars (\$50,000.00), which shall be paid by Purchaser as follows: \$50,000 in cash.

(a) At the Closing, Purchaser will deliver to Seller \$10,000 by check or wire transfer and the balance within 30 days from closing.

(b) Beginning on March 1, 2014 and on the first of each month thereafter for five (5) additional months, the Purchaser will deliver to Seller by check the amount of \$2,000 for a total of \$10,000.

### **SECTION 2. REPRESENTATIONS AND WARRANTIES**

**2.01 Representations and Warranties of Seller.** Seller represents and warrants to Purchaser as follows:

(a) **Authority.** Seller has the right, power, capacity and authority to enter into and perform his obligations under this Agreement, including selling the Share, and consummate the transactions contemplated herein;

(b) **Execution.** This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable against him in accordance with the terms set forth herein, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally, and by general principles of equity;

(c) **Shares.** The Shares are owned beneficially and of record solely by Seller free and clear of liens or encumbrances, and valid title to the Shares shall pass to Purchaser at the Closing, free and clear of liens or encumbrances;

(d) **Consents.** To the best of Seller's knowledge, no consent or approval of any person or entity is necessary for the sale of the Share to Purchaser as contemplated by this Agreement;

(e) **Proceedings.** To the best of Seller's knowledge, no action, suit, proceeding or order to restrain or prohibit the consummation of the transactions contemplated under this Agreement is currently pending or threatened;

(f) **Assets.** The assets the Company owns are: (a) equipment with a market value of \$10,000 and (b) living plants that are healthy and growing and have a market value of \$5,000 and training by the Seller in the field of cannabis cultivation, sales and assist in obtaining any and all new licenses and permits that may be required due to changes in Colorado law valued by the parties at \$35,000.

(g) **Real Property.** The Company does not own any real property and is leasing the facility.

(h) **Existing Liabilities.** The Company does not have any liability or obligation of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) and will not have any at the time of the Closing;

(i) **Employees.** The Company has no employees but engages several independent contractors and consultants.

(j) **Compliance with Laws.**

(i) The Company has at all times been in compliance with every legal Requirement that is or was applicable to it or the conduct of its business or the ownership or use of any of its assets at the time of purchase.

(ii) No event has occurred or circumstance exists that (with or without notice or lapse of time) (A) could constitute or result in a violation by the Company of, or a failure on the part of the Company to comply with, any legal requirement, or (B) could give rise to any obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action.

(iii) The Company has not received any notice or other communication (whether oral or written) regarding (A) any actual, alleged, or potential violation of, or failure to comply with, any legal requirement, or (B) any actual, alleged, or potential obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action.

(iv) The Company understands that there have been some changes to the Colorado laws and plans to comply with all of the laws of Colorado by applying and obtaining all licenses and permits that the new laws require with the help of Seller and Consultants hired by the company to provide such assistance. The Company will not sell any inventory until such laws are complied with.

(k) **Environmental.** To the knowledge of Seller, the proposed operations of the Company and/or its use of its assets do not violate any Legal requirement pertaining to the collection, transportation, storage, treatment, discharge, release, processing, handling, or disposal of substances that might pollute, contaminate, or be hazardous or toxic if present in the air, ground, or surface water, land or other parts of the environment or other wastes, including, without limitation (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et seq.), as amended from time to time ("CERCLA") (including, without limitation, as amended pursuant to the Superfund Amendments and Reauthorization Act of 1986), and such regulations promulgated under CERCLA, (b) the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et seq.), as amended from time to time ("RCRA") and such regulations promulgated under RCRA, and (c) any applicable federal, state, or local laws or regulations relating to the condition of the air, ground or surface water, land or other parts of the environment, to the release or potential release of any substance into the air, ground or surface water, land, or other parts of the environment (collectively, the "Applicable Environmental Laws"), and, to the knowledge of Seller, none of the proposed operations of the Company would constitute a violation of any of the applicable environmental laws that would have a material adverse effect on the financial condition, assets, business, or property of the Company taken as a whole; and

(l) **Broker.** Seller has not incurred any obligation or liability, contingent or otherwise, for any brokerage or finder's fee or agent's commission or other



similar payment in connection with this Agreement or the transaction contemplated hereby.

**2.02 Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller as follows:

(a) **Authority.** Purchaser has the right, power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby;

(b) **Execution.** This Agreement has been duly and validly executed and delivered by Purchaser and, when delivered, will constitute a valid and binding obligation of Purchaser enforceable in accordance with the terms set forth herein, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally, and by general principles of equity;

(c) **Consents.** To the best of Purchaser's knowledge, no consent or approval of any person or entity is necessary for the consummation by Purchaser of the transactions contemplated by this Agreement; and

(d) **Proceedings.** To the best of Purchaser's knowledge, no action, suit, proceeding or order to restrain or prohibit the consummation of the transactions contemplated under this Agreement is currently pending or threatened.

(e) **Stock Restrictions.** Purchaser acknowledges that he is aware that the Sale Shares have not been registered under the Securities Act of 1933, as amended, (the "Securities Act") nor under any state securities law. Purchaser further acknowledges that the Sale Shares cannot be sold or transferred except in compliance with the Securities Act and any applicable state securities law. Finally, Purchaser acknowledges that, as a result of the foregoing, the Sale Shares will bear a restrictive legend that will prevent their sale unless they are registered under the Securities Act or are sold under an exemption available thereunder.

**2.03 Survival.** The representations and warranties of the parties hereto contained in this Agreement shall survive the Closing and consummation of the transactions contemplated by this Agreement for a period of two (2) years from the Closing.

**SECTION 3. CONDITIONS TO PURCHASER'S OBLIGATIONS**

**3.01** The obligation of Purchaser to consummate the transaction contemplated by this Agreement is subject, in the sole discretion of Purchaser, to the satisfaction, on or prior to the Closing, of each of the following conditions (any of which may, in the sole discretion of Purchaser, be waived in whole or in part):

(a) **Representations, Warranties and Obligations.** All representations and warranties of Seller contained in this Agreement shall be true and correct in all respects as of the Closing, and Seller shall have performed all obligations to be performed by it as of the Closing pursuant to this Agreement.

(b) **Consents.** All approvals, consents, licenses, registrations, authorizations and waivers necessary, including those of lenders, governmental authorities and others shall have been obtained, to permit Seller to transfer the Shares pursuant to this Agreement.

(c) **Good Standing.** Purchaser shall have received a good standing certificate from the Colorado Department of State, showing the Company to be in good standing.

(d) **Changes.** There shall not have been any material adverse change in the condition of the assets of the Company prior to the Closing.

#### **SECTION 4. POST-CLOSING MATTERS**

4. **Funding By Purchaser.** After the Closing, Purchaser shall contribute to the Company the sum of \$2,000 per month for 5 months starting on March 1, 2014 and on the first of each month for the next 4 months thereafter.

#### **SECTION 5. MISCELLANEOUS**

5.01 **Captions.** The captions of the various sections and subsections used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

5.02 **Notices.** Any notice given hereunder by a party to the other party shall be in writing and shall be given either personally or sent by registered or certified mail, return receipt requested, which shall be addressed to the addresses of the parties set forth in the opening paragraph of this Agreement, or to such other address as may be designated by them. Any notice will be deemed delivered upon receipt thereof by the receiving party or on refusal of such receiving party to accept such notice.

5.03 **Amendments; Applicable Law.** The provisions of this Agreement may not be modified, amended, or waived except by a writing, executed by the parties hereto. This Agreement and all documents given in connection herewith shall be construed in accordance with the internal laws of the State of California without giving effect to the conflicts of laws principles thereof. Should any court find any provision of this Agreement to be less than fully enforceable due to its breadth or restrictiveness, or for any other reason, the parties hereto intend that the court shall enforce the remaining provision to the full extent permissible.

5.04 **Binding Effect and Assignment.** This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto and their respective heirs, legal representatives,

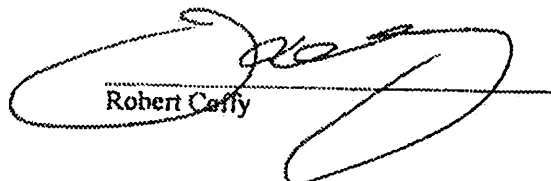
successors and permitted assigns. This Agreement may not be transferred, assigned, pledged or hypothecated by either party without the prior written consent of the other party.

**5.05 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**5.06 Entire Agreement.** This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written understandings, negotiations or communications on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

SELLER:

  
Robert Coffy

PURCHASER:

Strategic Global Investments, Inc.

By:   
Andrew Fellner, President

#12

STRATEGIC.00060 a a a a a

## **STOCK PURCHASE AGREEMENT**

**THIS STOCK PURCHASE AGREEMENT** (the "Agreement"), is made and entered into as of this 5th day of February, 2014, by and among Strategic Global Investments, Inc., a Delaware corporation, having an address of 8451 Miralani Drive, Suite D, San Diego, California 92126 (the "Purchaser"), and Robert Coffy, having an address of 40723 Mountain Pride Drive, Murrieta, California 92562, (the "Seller").

### **WITNESSETH:**

**WHEREAS**, the Seller owns one (1) share of the common stock (the "Share") of BearPot, Inc., a Colorado corporation (the "Company"), which is the only issued and outstanding share of stock of the Company;

**WHEREAS**, the Sellers desire to sell, and Purchaser desires to purchase, the Share in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual premises herein contained and intending to be legally bound hereby, Purchaser and Sellers agree as follows:

### **SECTION 1. PURCHASE AND SALE**

**1.01 Purchase of Share.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer and assign to Purchaser, all of Seller's right, title and interest in and to the Share, and Purchaser agrees to purchase the Share from Seller. At the Closing (as hereinafter defined), any share certificate which represents the Share will be delivered to the Purchaser duly endorsed in blank for transfer, or if no share certificate exists, an assignment and bill of sale of the Share satisfactory in form to the Purchaser and executed by the Seller transferring the Share to Purchaser shall be delivered to Purchaser.

**1.02 Closing.** The closing will take place at a time and place to be agreed upon by the parties (the "Closing").

**1.03 Purchase Price.** The purchase price to be paid by Purchaser for the Share (the "Purchase Price") shall be Fifty Thousand and 00/100 Dollars (\$50,000.00), which shall be paid by Purchaser as follows: \$50,000 in cash.

(a) At the Closing, Purchaser will deliver to Seller \$10,000 by check or wire transfer and the balance within 30 days from closing.

(b) Beginning on March 1, 2014 and on the first of each month thereafter for five (5) additional months, the Purchaser will deliver to Seller by check the amount of \$2,000 for a total of \$10,000.

### **SECTION 2. REPRESENTATIONS AND WARRANTIES**

**2.01 Representations and Warranties of Seller.** Seller represents and warrants to Purchaser as follows:

(a) **Authority.** Seller has the right, power, capacity and authority to enter into and perform his obligations under this Agreement, including selling the Share, and consummate the transactions contemplated herein;

(b) **Execution.** This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable against him in accordance with the terms set forth herein, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally, and by general principles of equity;

(c) **Shares.** The Shares are owned beneficially and of record solely by Seller free and clear of liens or encumbrances, and valid title to the Shares shall pass to Purchaser at the Closing, free and clear of liens or encumbrances;

(d) **Consents.** To the best of Seller's knowledge, no consent or approval of any person or entity is necessary for the sale of the Share to Purchaser as contemplated by this Agreement;

(e) **Proceedings.** To the best of Seller's knowledge, no action, suit, proceeding or order to restrain or prohibit the consummation of the transactions contemplated under this Agreement is currently pending or threatened;

(f) **Assets.** The assets the Company owns are: (a) equipment with a market value of \$10,000 and (b) living plants that are healthy and growing and have a market value of \$5,000 and training by the Seller in the field of cannabis cultivation, sales and assist in obtaining any and all new licenses and permits that may be required due to changes in Colorado law valued by the parties at \$35,000.

(g) **Real Property.** The Company does not own any real property and is leasing the facility.

(h) **Existing Liabilities.** The Company does not have any liability or obligation of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) and will not have any at the time of the Closing;

(i) **Employees.** The Company has no employees but engages several independent contractors and consultants.

(j) **Compliance with Laws.**

(i) The Company has at all times been in compliance with every legal Requirement that is or was applicable to it or the conduct of its business or the ownership or use of any of its assets at the time of purchase.

(ii) No event has occurred or circumstance exists that (with or without notice or lapse of time) (A) could constitute or result in a violation by the Company of, or a failure on the part of the Company to comply with, any legal requirement, or (B) could give rise to any obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action.

(iii) The Company has not received any notice or other communication (whether oral or written) regarding (A) any actual, alleged, or potential violation of, or failure to comply with, any legal requirement, or (B) any actual, alleged, or potential obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action;

(iv) The Company understands that there have been some changes to the Colorado laws and plans to comply with all of the laws of Colorado by applying and obtaining all licenses and permits that the new laws require with the help of Seller and Consultants hired by the company to provide such assistance. The Company will not sell any inventory until such laws are complied with.

(k) **Environmental.** To the knowledge of Seller, the proposed operations of the Company and/or its use of its assets do not violate any Legal requirement pertaining to the collection, transportation, storage, treatment, discharge, release, processing, handling, or disposal of substances that might pollute, contaminate, or be hazardous or toxic if present in the air, ground, or surface water, land or other parts of the environment or other wastes, including, without limitation (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et seq.), as amended from time to time ("CERCLA") (including, without limitation, as amended pursuant to the Superfund Amendments and Reauthorization Act of 1986), and such regulations promulgated under CERCLA, (b) the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et seq.), as amended from time to time ("RCRA") and such regulations promulgated under RCRA, and (c) any applicable federal, state, or local laws or regulations relating to the condition of the air, ground or surface water, land or other parts of the environment, to the release or potential release of any substance into the air, ground or surface water, land, or other parts of the environment (collectively, the "Applicable Environmental Laws"), and, to the knowledge of Seller, none of the proposed operations of the Company would constitute a violation of any of the applicable environmental laws that would have a material adverse effect on the financial condition, assets, business, or property of the Company taken as a whole; and

(l) **Broker.** Seller has not incurred any obligation or liability, contingent or otherwise, for any brokerage or finder's fee or agent's commission or other



similar payment in connection with this Agreement or the transaction contemplated hereby.

**2.02 Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller as follows:

(a) **Authority.** Purchaser has the right, power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby;

(b) **Execution.** This Agreement has been duly and validly executed and delivered by Purchaser and, when delivered, will constitute a valid and binding obligation of Purchaser enforceable in accordance with the terms set forth herein, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally, and by general principles of equity;

(c) **Consents.** To the best of Purchaser's knowledge, no consent or approval of any person or entity is necessary for the consummation by Purchaser of the transactions contemplated by this Agreement; and

(d) **Proceedings.** To the best of Purchaser's knowledge, no action, suit, proceeding or order to restrain or prohibit the consummation of the transactions contemplated under this Agreement is currently pending or threatened.

(e) **Stock Restrictions.** Purchaser acknowledges that he is aware that the Sale Shares have not been registered under the Securities Act of 1933, as amended, (the "Securities Act") nor under any state securities law. Purchaser further acknowledges that the Sale Shares cannot be sold or transferred except in compliance with the Securities Act and any applicable state securities law. Finally, Purchaser acknowledges that, as a result of the foregoing, the Sale Shares will bear a restrictive legend that will prevent their sale unless they are registered under the Securities Act or are sold under an exemption available thereunder.

**2.03 Survival.** The representations and warranties of the parties hereto contained in this Agreement shall survive the Closing and consummation of the transactions contemplated by this Agreement for a period of two (2) years from the Closing.

**SECTION 3. CONDITIONS TO PURCHASER'S OBLIGATIONS**

**3.01** The obligation of Purchaser to consummate the transaction contemplated by this Agreement is subject, in the sole discretion of Purchaser, to the satisfaction, on or prior to the Closing, of each of the following conditions (any of which may, in the sole discretion of Purchaser, be waived in whole or in part):

(a) **Representations, Warranties and Obligations.** All representations and warranties of Seller contained in this Agreement shall be true and correct in all respects as of the Closing, and Seller shall have performed all obligations to be performed by it as of the Closing pursuant to this Agreement.

(b) **Consents.** All approvals, consents, licenses, registrations, authorizations and waivers necessary, including those of lenders, governmental authorities and others shall have been obtained, to permit Seller to transfer the Shares pursuant to this Agreement.

(c) **Good Standing.** Purchaser shall have received a good standing certificate from the Colorado Department of State, showing the Company to be in good standing.

(d) **Changes.** There shall not have been any material adverse change in the condition of the assets of the Company prior to the Closing.

#### **SECTION 4. POST-CLOSING MATTERS**

4. **Funding By Purchaser.** After the Closing, Purchaser shall contribute to the Company the sum of \$2,000 per month for 5 months starting on March 1, 2014 and on the first of each month for the next 4 months thereafter.

#### **SECTION 5. MISCELLANEOUS**

5.01 **Captions.** The captions of the various sections and subsections used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

5.02 **Notices.** Any notice given hereunder by a party to the other party shall be in writing and shall be given either personally or sent by registered or certified mail, return receipt requested, which shall be addressed to the addresses of the parties set forth in the opening paragraph of this Agreement, or to such other address as may be designated by them. Any notice will be deemed delivered upon receipt thereof by the receiving party or on refusal of such receiving party to accept such notice.

5.03 **Amendments; Applicable Law.** The provisions of this Agreement may not be modified, amended, or waived except by a writing, executed by the parties hereto. This Agreement and all documents given in connection herewith shall be construed in accordance with the internal laws of the State of California without giving effect to the conflicts of laws principles thereof. Should any court find any provision of this Agreement to be less than fully enforceable due to its breadth or restrictiveness, or for any other reason, the parties hereto intend that the court shall enforce the remaining provision to the full extent permissible.

5.04 **Binding Effect and Assignment.** This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto and their respective heirs, legal representatives,

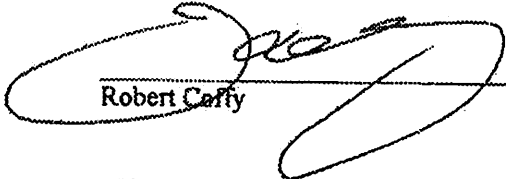
successors and permitted assigns. This Agreement may not be transferred, assigned, pledged or hypothecated by either party without the prior written consent of the other party.

**5.05 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**5.06 Entire Agreement.** This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written understandings, negotiations or communications on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

**SELLER:**

  
Robert Coffy

**PURCHASER:**

Strategic Global Investments, Inc.

By:   
Andrew Fellner, President

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STRATEGIC.00068

Company Disclosure and Information Statement to OTC Pink Market for Quarter Ended March 31, 2014:

*Marijuana Growing in Colorado*

In February, 2014, we bought all of the stock of bearpotinc Inc., a Colorado Corporation ("BearPot"), which proposes to grow and sell marijuana in the state of Colorado. We have acquired plants for this business. We hope that at some time in the future this subsidiary can be a source of revenue for the Company. However, the Company has no experience in any aspect of this business, and there is no way to anticipate when, if ever, the business can be profitable or, if it were to be so, how profitable it could be. Neither can we anticipate how much investment this business will require to make it profitable. Further, this business is heavily regulated by the state of Colorado by regulations which are being developed by the state. We expect the state to heavily regulate the business for the indefinite future, and we expect the regulations to change from time to time in ways which cannot be anticipated. Thus, we have no way of anticipating the costs of complying with the present or future regulations. We have hired professionals to assist us in complying with these regulations, and we expect to need their assistance for the indefinite future.

Company Supplemental Information to OTC Pink Market for Quarter Ended June 30, 2014:

*Marijuana Growing in Colorado*

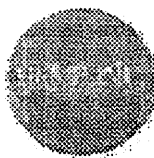
In February, 2014, we bought all of the stock of Bearpot, Inc., a Colorado Corporation ("BearPot"), which proposed to grow and sell marijuana in the state of Colorado. We acquired 50 plants for this business. We had hoped that at some time in the future this subsidiary could be a source of revenue for the Company. However, the Company had no experience in any aspect of this business at the time it acquired the subsidiary. However, since the acquisition, we have learned enough from the attorney and consultants that we have hired and from other sources to conclude that we never want to be involved in the recreational marijuana business. Further, the current restrictions the State of Colorado is imposing on the sale of medical marijuana make it unlikely that we can turn that into a profitable business. We are evaluating what to do with Bearpot. While we are doing this, at some point after the State of Colorado revises its regulations once again in October, we may engage in sales of medical marijuana to 5 or 6 people, as permitted by the current regulations, in the interest of getting some revenue from our investment while we decide what to do with Bearpot. However, in no way do we wish to be engaged in any aspect of the marijuana business in the long term as it has become clear to us that the investment necessary to make the business successful and the extensive state regulations make this business not attractive to us.

STRATEGIC.00070 .

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STRATEGIC.00071





The Industrial Hemp and Medical Marijuana Consulting Company, Inc.

**PROFESSIONAL CONSULTING  
SERVICES AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is entered into the execution date signed below by and between THE INDUSTRIAL HEMP AND MEDICAL MARIJUANA CONSULTING COMPANY, INC., hereinafter referred to as "IHMMCC", a Nevada Corporation, for itself and its heirs, executors, administrators, related entities and assigns, and Strategic Global Investments, Inc. whose signature is executed below, hereinafter referred to as "Client".

WHEREAS, Client is interested in obtaining professional consulting services in the industrial Hemp/Medical Marijuana industry; and WHEREAS, IHMMCC has agreed to provide the following and other related professional services for Client: Consulting Services specific to the industrial Hemp/Medical Marijuana industry in the area of sales and marketing strategy, press releases, public company venues, and general industry specific business guidance.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and conditions set forth herein, the parties have agreed and hereby do agree as follows:

**Services**

IHMMCC shall provide to Client the professional services listed above on a continuing basis during the term of the Agreement.

**Engagement**

The Client hereby engages IHMMCC to provide the professional services stated herein.

**Excluded Services and Liabilities**

IHMMCC has no obligation or authority under this Agreement, and shall not undertake, any activity which is prohibited by the federal government in regard to industrial Hemp/Medical Marijuana regardless of the implementation of any State Medical Marijuana Program. Moreover, the parties acknowledge and agree that IHMMCC may not be held responsible for any damages, costs, or liabilities related to the any such services delivered by the Client related to industrial Hemp/Medical Marijuana.

**Professional Services**

IHMMCC shall use its best efforts to ensure that all professional services provided by IHMMCC are provided in compliance at all times with all applicable state and federal laws, rules, and regulations.

**Professional Fees**

The Client and IHMMCC agree that the fees set forth in this Section are being paid to IHMMCC in consideration for its extensive business knowledge and experience in the industrial Hemp/Medical Marijuana industry and that such fees have been negotiated at arm's length and are fair, reasonable, and consistent with fair market value of the services furnished by IHMMCC.

**Payment Terms**

The Client shall pay to IHMMCC a Professional Consulting Fee of one billion five hundred million (\$1,500,000,000) shares of Strategic Global Investments, Inc. (SGI) Common Stock restricted under rule 144 and fifty thousand dollars (\$50,000), with fifty thousand dollars (\$50,000.00) component paid in full by

*IHMMCC is a wholly owned subsidiary of Strategic Global Investments, Inc. (SGI)*

*[Signature]*  
Date: \_\_\_\_\_

Page 1 of 6

STRATEGIC.00072 .

the issuance of ten million (10,000,000) shares of Class A Common Stock, the Company has received from the SEC a letter of no action under Regulation A. The Company is currently in the process of preparing the offering materials for the offering. The offering will be made by way of a private placement.

Future annual fifty thousand (50,000) common stock payments will be made in common stock equaling fifty thousand (50,000) shares of Class A Common Stock. The number of shares of common stock subject to said payment for each quarter will be determined by dividing the fifty thousand (50,000) shares of common stock by the number of quarters of the term of the agreement is signed by the Company.

Each of these stock certificates are considered one payment that is an annual payment due on the anniversary date of the signing of the agreement. The payment shall represent the total fee for the professional consulting services for one year by the Client. If payment is not received within thirty (30) business days of the date of such payment due date, the payment provided by the Company to the Client will automatically terminate and the Client will remain liable for the payment.

The Professional Consulting Services Fee may be adjusted from time to time when adjustment mutually required by the Client and the Company.

#### Fee Agreement

The Client agrees to pay all the Company related Fees. The Company may discontinue or change Professional Consulting Services Fees for Renewal Terms by sending the Client via the email address provided by the Client, or by otherwise notifying the Client in writing in accordance with the applicable Renewal Term. This Agreement is personal to the Client and the Client may assign the Client's rights or obligations in any way.

#### Term

The parties agree that the term of the arrangement under this Agreement shall be for three (3) years with one (1) year renewal options.

#### Renewal

Professional services provided by the Company are extended/renewed by the Client making a renewal payment.

#### Termination by the Company with Cause

This Agreement may be terminated by the Company upon a material breach of any provision of the Agreement by the Client that is not cured within thirty (30) days after written or oral notice is given to the Client concerning the nature of the alleged breach or when any damage or loss is required and would result in the termination of the Company.

#### Termination by the Company without Cause

This Agreement may be terminated by the Company without cause upon thirty (30) days written notice to the Client.

#### Termination by Client with Cause

This Agreement may be terminated by the Client upon a material breach of any provision of the Agreement by the Company that is not cured within thirty (30) days after written notice is given to the Company, concerning the nature of the alleged breach or upon any change in law or regulation that would result in the termination of the Client. In the event of termination of the agreement at any time, the Company by client remains due and payable for the payment before expiration of the agreement for the entire term of the agreement.

#### Termination by Client without Cause

This Agreement may be terminated by the Client without cause upon thirty (30) days written notice to the Company. In the event this Agreement is terminated without cause there shall be no penalty or fee for the termination of the agreement. In the event of termination of the agreement at any time, the Company by client remains due and payable for the payment before expiration of the agreement for the entire term of the agreement.

WITNESSETH that the above is the true and correct agreement of the parties.

BR [Signature]

STRATEGIC.00073

#### Additional Remedies

In the event the default by either party involves the failure to make a payment as provided in this Agreement, the non-defaulting party shall, in addition to the recovery of the unpaid amount, be entitled to reasonable attorney's fees and costs of collection, and shall be further entitled to interest on such unpaid amounts from the date such amounts become due and payable.

#### Effect of Termination

In addition to any other provisions of this Agreement, if this Agreement is terminated pursuant to the above, then neither the Client nor their affiliates may use, rely upon, or represent to any person or entity, the affiliation with IHMMCC for any purpose.

#### No Warranty

The Client acknowledges that IHMMCC has not made and will not make any express or implied warranties or representations that the services provided by IHMMCC will result in any particular amount or level of revenues to the Client or income to any Client.

#### Notices

Except as otherwise expressly set forth herein, all notice required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery or, if mailed, three (3) days after the date deposited in the United States Mail, postage prepaid, registered, or certified, and return receipt requested or by email communication. Unless changed by written notice given by one party to the other as provided herein, such notices shall be given to IHMMCC at the following address:

*The Industrial Hemp and Medical Marijuana Consulting Company, Inc.  
8174 Las Vegas Boulevard South, #108-387  
Las Vegas, Nevada 89123*

Such notices shall be given to the Client at the address and/or email listed on file with IHMMCC.

#### Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, and the provision found invalid or unenforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and enforceability of this Agreement and the intent of the parties as expressed herein.

#### Governing Law

This Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the laws of the State of Nevada and venue shall be in Clark County Nevada.

#### Entire Agreement

This Agreement, along with all amendments and counterparts referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, either oral or written, between the parties with respect thereto. Any modification to this Agreement must be made in writing and signed by all of the parties.

#### Headings

The section headings used in this Agreement are included solely for convenience and shall not affect the interpretation of this Agreement.

#### Waiver

No term or condition of this Agreement shall be deemed to have been waived except by written instrument of the party charged with such waiver.

*IHMMCC is a wholly owned subsidiary of HEMP, Inc. (NYSE: HMP)*

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STRATEGIC.00074

#### Construction of Words

The language herein shall be construed, in all cases, according to its plain meaning and not for or against either party.

#### Prevention of Performance by IHMMCC

IHMMCC shall not be liable for any loss or damage to the Client (including, without limitation, direct, indirect, incidental and consequential damages) due to any failure in its performance hereunder: (i) because of compliance with any order, request, or control of any governmental authority or person purporting to act theretofore, whether or not said order, request or control ultimately proves to have been invalid; or (ii) when its performance is interrupted, frustrated or prevented, or rendered impossible or impractical because of wars, hostilities, public disorders, acts of terrorism, enemies, sabotage, strikes, lockouts, labor or employment difficulties, fire, or acts of God, or any cause beyond its control, whether or not similar to any of the foregoing. Without limitation of the foregoing, PEN shall not be required to challenge or resist any such order, request or control, or to proceed or attempt to proceed with performance if such performance shall involve additional expenses or a departure from its normal practices, unless the parties shall expressly agree as to the further obligations (including, without limitation, an obligation to bear all or part of any such additional expenses) to be borne by the Client as a result thereof.

#### Waiver of Breach

The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any subsequent breach of the same or any other term or condition hereof.

#### Remedies

The remedies provided to the parties by this Agreement are not exclusive or exhaustive, but cumulative and in addition to any other remedies the parties may have, at law or in equity.

#### Attorney's Fees

If legal action is commenced by either party to enforce or defend its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted. The term "prevailing party" shall mean the party in whose favor final judgment after appeal (if any) is rendered with respect to the claims asserted in the complaint, and the term "reasonable attorneys' fees" are those attorneys' fees actually incurred in obtaining a judgment in favor of the prevailing party.

#### Survival

The indemnities, representations and warranties set forth herein shall survive the expiration, termination, or rescission of this Agreement for a period of one (1) year.

#### Counterparts

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Professional Consulting Services Agreement effective on this 18th day of March, 2014.

THE INDUSTRIAL HEMP AND MEDICAL MARIJUANA CONSULTING COMPANY, INC., a wholly owned subsidiary of Hemp, Inc.

Bruce Parkinson  
By: Industrial Hemp and Medical Marijuana Consulting Company, Inc.

Dated: 3/19/14

Andrew Fellner  
Client: Andy Fellner, CEO

Dated: 3/19/14

Print Name: Strategic Global Investments, Inc.

IHMMCC is a wholly owned subsidiary of Hemp, Inc. (IYC) (10/1/14)

Printed

Page 4 of 4

STRATEGIC 00075

Address: 8451 Mirafiori Drive, Suite D  
City/State/Zip: San Diego, CA 92126  
Email Address: andy@pwszllc.com  
Phone: 760.665.7171

STRATEGIC is a wholly owned subsidiary of Strategic, Inc. 1076

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Page 1 of 1

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#22

STRATEGIC.00077

# Production Agreement

Date 4-11-2014

Job # 1001

This agreement is made as of this date, April 4, 2014, between Contracting Client Strategic Global Investments ("Client"), and Television101 Production Company ("Producer").

Producer hereby agrees to produce and deliver to Client the production of the below referenced media ("Sizzle Reel, Working Title TBD"), subject to and in accordance with all terms, conditions, and specifications set forth herein.

Working Title: "The Collective or TBD"

Length: 3:00 to 7:00

Media Type: Digital HD

Sound: Yes

Project Cost: 1st Installment \$7,500.00

2nd Installment to be agreed upon by Client and Producer on a later date.

Total Cost: TBD and agreed upon by Client and Producer.

1st Installment due Immediately. Total \$7,500.00

It is the essence of this Agreement that all completed media and services supplied by Producer shall be of applicable production standards. Producer agrees that the media shall be of quality, artistically produced with direction, photography, sound, art, animation, synchronization and other physical and aesthetic content as agreed upon by Client and Producer.

Agreed and Signed

Client: Strategic Global Investments

Producer: Television101

Signature

*Andrew Felber-Loss*

Signature

*Jeff S. SA*

Date: April 11, 2014

STRATEGIC.00078

#23

STRATEGIC 00079





## Memorandum of Understanding

This Memorandum of Understanding is between Soapbox Multimedia Incorporated, a California Corporation hereinafter referred to as Soapbox and Strategic Global Investments Incorporated, a Delaware Corporation hereinafter referred to as STBV.

### Whereas:

STBV desires to produce a video program about the legal Cannabis Industry in Colorado as a part of the company's overall business strategy.

Soapbox is a professional video production company owned and managed by Emmy Award-winning producers Ron Franklin, Lenke Angel and Chris Tittle.

### Agreement:

STBV and Soapbox hereby agree to jointly proceed with pre-production creative development of a video program that can be marketed to cable television networks.


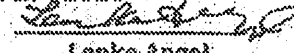
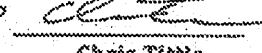
Soapbox will develop the creative concepts for the show, write a script for the promo reel, develop graphics, record audio and music and edit a finished video promo reel approximately 90 seconds in length.

Soapbox will develop full production budgets and shooting schedules for 13 episodes of the TV show.

STBV agrees to pay Soapbox \$5,000 for production of the promo reel and preparation of production schedules and budgets for the show. The promo video will be delivered to STBV by Soapbox as a 1080p video file within two weeks after this agreement is funded.

STBV agrees to partner with Soapbox for a full 13-week season of episodes provided that funding for the project is secured and production budgets have been mutually agreed.

Date of this agreement: March 4 2014

    
Ron Franklin CEO      Lenke Angel      Chris Tittle  
For Soapbox Multimedia Inc.

  
Andrew Fellner CEO  
For Strategic Global Investments, Inc.

STRATEGIC 00080

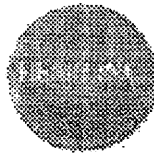
#24

STRATEGIC.00081

Item 24

Contact information for Andrew S. Zucker, Esq.  
Isaacman, Kaufman & Painter  
10250 Constellation Blvd., Suite 2900  
Los Angeles, CA 90087  
310.881.6800

**STRATEGIC 00082**



The Industrial Hemp and Medical Marijuana Consulting Company, Inc.  
**PROFESSIONAL CONSULTING  
SERVICES AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is entered into the execution date signed below by and between THE INDUSTRIAL HEMP AND MEDICAL MARIJUANA CONSULTING COMPANY, INC., hereinafter referred to as "IHMMCC", a Nevada Corporation, for itself and its heirs, executors, administrators, related entities and assigns, and Strategic Global Investments, Inc. whose signature is executed below, hereinafter referred to as "Client".

WHEREAS, Client is interested in obtaining professional consulting services in the Industrial Hemp/Medical Marijuana Industry, and WHEREAS, IHMMCC has agreed to provide the following and other related professional services for Client: Consulting Services specific to the Industrial Hemp/Medical Marijuana Industry in the area of sales and marketing strategy, press releases, public company venues, and general industry specific business guidance.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and conditions set forth herein, the parties have agreed and hereby do agree as follows:

**Services**

IHMMCC shall provide to Client the professional services listed above on a continuing basis during the term of the Agreement.

**Engagement**

The Client hereby engages IHMMCC to provide the professional services stated herein.

**Excluded Services and Liabilities**

IHMMCC has no obligation or authority under this Agreement, and shall not undertake, any activity which is prohibited by the federal government in regard to Industrial Hemp/Medical Marijuana regardless of the implementation of any State Medical Marijuana Program. Moreover, the parties acknowledge and agree that IHMMCC may not be held responsible for any damages, costs, or liabilities related to the any such services delivered by the Client related to Industrial Hemp/Medical Marijuana.

**Professional Services**

IHMMCC shall use its best efforts to ensure that all professional services provided by IHMMCC are provided in compliance at all times with all applicable state and federal laws, rules, and regulations.

**Professional Fees**

The Client and IHMMCC agree that the fees set forth in this Section are being paid to IHMMCC in consideration for its extensive business knowledge and experience in the Industrial Hemp/Medical Marijuana Industry and that such fees have been negotiated at arm's length and are fair, reasonable, and consistent with fair market value of the services furnished by IHMMCC.

**Payment Terms**

The Client shall pay to IHMMCC a Professional Consulting Fee of one billion five hundred million (1,500,000,000) shares of Strategic Global Investments, Inc. (SGIV) Common Stock restricted under rule 144 and fifty thousand dollars (\$50,000), with fifty thousand dollars (\$50,000.00) component paid in full by

*IHMMCC is a wholly owned subsidiary of Hemp, Inc. (HPI) and*

\_\_\_\_\_  
Date

Page 2 of 5

STRATEGIC.00083

[illegible]

There are more such payments are considered one payment that is an advance payment, but on the intermediate basis just during the full term of the contract. Such payment shall represent payment for the rest of the professional consulting services for use by the Client, if payment is not completed within 90 business days of the date of each payment due date on Services provided by REMCO or Client's authorized employee and Client has been notified by the agent.

The Processors Containing Services are not to be assigned functions to the other equipment including services to them and HMI/DCU.

The Client agrees to pay an **ASSOCIATED** service Fee (ASSOCI Fee), consisting of a single Professional Consulting Services Fee for Payment Terms of settling the Claim via the actual process selected by the Client or to commence settling the Claim at a time of its choice at the applicable Renewal Term. This Agreement is personal to the Client, and the Client may not assign the Client's rights or obligations to any third party.

The parties intend that the term of the arrangement under this Agreement shall be no more than three (3) years and one (1) year renewals.

Professional services provided by NCHC are non-refundable; if the Client cancels a service payment

The Agreement may be terminated by Plaintiff if, upon a finding of fact, it is determined that Defendant or Client has not taken every likely step to bring about the termination of the Agreement. The nature of the damages recoverable in such an event shall be determined by the court.

This Agreement may be terminated by either party without penalty 30 days written notice to the other.

[illegible]

The Agreement may be terminated by either without cause upon 30 days' written notice to the other. In the event such Agreement is terminated without cause, there shall be no obligation of the kind or nature of the one now being made in the event of termination of the agreement as now made by the parties to the same and no payment as per the payment provisions of the agreement for the entire term of the agreement.

#### Additional Remedies

In the event the default by either party involves the failure to make a payment as provided in this Agreement, the non-defaulting party shall, in addition to the recovery of the unpaid amount, be entitled to reasonable attorney's fees and costs of collection, and shall be further entitled to interest on such unpaid amounts from the date such amounts become due and payable.

#### Effect of Termination

In addition to any other provisions of this Agreement, if this Agreement is terminated pursuant to the above, then neither the Client nor their affiliates may use, rely upon, or represent to any person or entity the affiliation with HMMCC for any purpose.

#### No Warranty

The Client acknowledges that HMMCC has not made and will not make any express or implied warranties or representations that the services provided by HMMCC will result in any particular amount or level of revenues to the Client or income to any Client.

#### Notices

Except as otherwise expressly set forth herein, all notice required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery or, if mailed, three (3) days after the date deposited in the United States Mail, postage prepaid, registered or certified, and return receipt requested or by email communication, unless changed by written notice given by one party to the other as provided herein. Such notices shall be given to HMMCC at the following address:

*The Industrial Hemp and Medical Marijuana Consulting Company, Inc.  
8174 Las Vegas Boulevard South, #100-J87  
Las Vegas, Nevada 89123*

Such notices shall be given to the Client at the address and/or email listed on file with HMMCC.

#### Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, and the provision found invalid or unenforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and enforceability of this Agreement and the intent of the parties as expressed herein.

#### Governing Law

This Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the laws of the State of Nevada and venue shall be in Clark County Nevada.

#### Entire Agreement

This Agreement, along with all amendments and counterparts referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, either oral or written, between the parties with respect thereto. Any modification to this Agreement must be made in writing and signed by all of the parties.


#### Headings

The section headings used in this Agreement are included solely for convenience and shall not affect the interpretation of this Agreement.

#### Waiver

No term or condition of this Agreement shall be deemed to have been waived except by written instrument of the party charged with such waiver.

HMMCC is a wholly owned subsidiary of HEMP, Inc. (HIC) (HMP).

68  
Date: 

Page 1 of 1

STRATEGIC.00085

#### Construction of Words

The language herein shall be construed, in all cases, according to its plain meaning and not for or against either party.

#### Prevention of Performance by IHMMCC

IHMMCC shall not be liable for any loss or damage to the Client (including, without limitation, direct indirect, incidental and consequential damages) due to any failure in its performance hereunder (i) because of compliance with any order, request, or control of any governmental authority or person purporting to act therefore, whether or not said order, request or control ultimately proves to have been invalid; or (ii) when its performance is interrupted, frustrated or prevented, or rendered impossible or impractical because of wars, hostilities, public disorders, acts of terrorism, enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, or acts of God, or any cause beyond its control, whether or not similar to any of the foregoing. Without limitation of the foregoing, PEN shall not be required to challenge or resist any such order, request or control, or to proceed or attempt to proceed with performance if such performance shall involve additional expense, or a departure from its normal practices, unless the parties shall expressly agree as to the further obligations (including, without limitation, an obligation to bear all or part of any such additional expense) to be borne by the Client as a result thereof.

#### Waiver of Breach

The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any subsequent breach of the same or any other term or condition hereof.

#### Remedies

The remedies provided to the parties by this Agreement are not exclusive or exhaustive, but cumulative and in addition to any other remedies the parties may have, at law or in equity.

#### Attorney's Fees

If legal action is commenced by either party to enforce or defend its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted. The term "prevailing party" shall mean the party in whose favor final judgment after appeal (if any) is rendered with respect to the claims asserted in the complaint, and the term "reasonable attorneys' fees" are those attorneys' fees actually incurred in obtaining a judgment in favor of the prevailing party.

#### Survival

The indemnities, representations and warranties set forth herein shall survive the expiration, termination, or rescission of this Agreement for a period of one (1) year.

#### Counterparts

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Professional Consulting Services Agreement effective on this 18th day of March, 2014.

THE INDUSTRIAL HEMP AND MEDICAL MARIJUANA CONSULTING COMPANY (INC) a wholly owned subsidiary of Hemp, Inc.

Bruce Paplowin  
By: Industrial Hemp and Medical Marijuana Consulting Company, Inc.  
Randall L. Folmer  
Chief, Sales & Marketing, IED

Factor 3/19/14  
Date 3/19/14

Print Name: Strategic Global Investments, Inc.

STRATEGIC is a wholly owned subsidiary of Hemp, Inc. (SEE ATTACHED)

Print Name: [Signature]

Page 4 of 5

STRATEGIC 00086 . . .

Address 8481 Miraloma Drive, Suite D  
City/State/Zip San Diego, CA 92128  
Email Address endy@wazdo.com  
Phone 760 855.7171

STRATEGIC is a wholly owned subsidiary of Strategic Inc. 457C  
457C  
457C  
457C

STRATEGIC.00087



**JGMJ Consulting**  
**A Medical Marijuana Consulting Company**  
**PROFESSIONAL CONSULTING**  
**SERVICES AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is entered into the execution date signed below by and between JGMJ Consulting hereinafter referred to as "JGMJ", a Canadian Company for itself and its heirs, executors, administrators, related entities and assigns, and Strategic Global Investments, Inc. whose signature is executed below, hereinafter referred to as "Client"

WHEREAS, Client is interested in obtaining professional consulting services in the Industrial Hemp/Medical Marijuana Industry, and WHEREAS, JGMJ has agreed to provide the following and other related professional services for Client: Consulting Services specific to the Industrial Hemp/Medical Marijuana Industry and general industry specific business guidance

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and conditions set forth herein, the parties have agreed and hereby do agree as follows

**Services**

JGMJ shall provide to Client the professional services listed above on a continuing basis during the term of the Agreement.

**Engagement**

The Client hereby engages JGMJ to provide the professional services stated herein.

**Excluded Services and Liabilities**

JGMJ has no obligation or authority under this Agreement, and shall not undertake, any activity which is prohibited by the federal government (US or Canada) in regard to Industrial Hemp/Medical Marijuana regardless of the implementation of any State Medical Marijuana Program. Moreover, the parties acknowledge and agree that JGMJ may not be held responsible for any damages, costs, or liabilities related to the any such services delivered by the Client related to Industrial Hemp/Medical Marijuana.

**Professional Services**

JGMJ shall use its best efforts to ensure that all professional services provided by JGMJ are provided in compliance at all times with all applicable state and federal laws, rules, and regulations

**Professional Fees**

The Client and JGMJ agree that the fees set forth in this Section are being paid to JGMJ in consideration for its extensive business knowledge and experience in the Industrial Hemp/Medical Marijuana Industry and that such fees have been negotiated at arm's length and are fair, reasonable, and consistent with fair market value of the services furnished by JGMJ.

**Payment Method**

The Client shall pay to JGMJ a Professional Consulting Fee of 500,000 COMMON Shares of stock and \$1,000 (US) in cash for each term of the Agreement, with said stock and cash being made payable to (TBD) The initial payment of 500,000 Common Shares of stock and \$1,000 (US) in cash is due upon the execution of this agreement. The Client shall further pay to JGMJ as part of the Professional Consulting Fee 500,000 common restricted shares made payable to (TBD), on a semi-annual basis, and \$1,000 (US) in cash on a semi-annual basis. If payment is not remitted within thirty (30) business days of the date of such payment due date, all services provided by JGMJ to Client will automatically terminate and Client will remain liable for the payment.


  
 JGMJ      Client  
 \_\_\_\_\_  
 Page: of 4

STRATEGIC.00088

The Professional Consulting Services Fee may be adjusted from time to time which adjustment mutually approved by Client and JCMJ.

#### Fee Agreement

The Client agrees to pay all JGMJ related Fees. JGMJ may establish or change Professional Consulting Services Fees for Renewal Terms by emailing the Client via the email address provided by the Client, or by otherwise notifying the Client in writing in advance of the applicable Renewal Term. This Agreement is personal to the Client, and the Client may not assign the Client's rights or obligations to any third party.

#### Term

The parties intend that the term of the arrangements under this Agreement shall be for One (1) year with one (1) year renewal options.

#### Termination by JGMJ with Cause

This Agreement may be terminated by JGMJ upon a material breach of any provision of this Agreement by Client that is not cured within thirty (30) days after written or oral notice is given to Client specifying the nature of the alleged breach or upon any change in law or regulation that would inure to the detriment of JGMJ.

#### Termination by JCMJ without Cause

This Agreement may be terminated by JGMJ without cause upon thirty (30) days written notice to Client.

#### Termination by Client with Cause

This Agreement may be terminated by Client upon a material breach of any provision of this Agreement by JCMJ that is not cured within thirty (30) days after written notice is given to JGMJ specifying the nature of the alleged breach or upon any change in law or regulation that would inure to the detriment of Client.

#### Termination by Client without Cause

This Agreement may be terminated by Client without cause upon thirty (30) days written notice to JGMJ. In the event said Agreement is terminated without cause there shall be no proration of the initial or semi-annual fee due from Client.

#### Additional Remedies

In the event the default by either party involves the failure to make a payment as provided in this Agreement, the non-defaulting party shall, in addition to the recovery of the unpaid amount, be entitled to reasonable attorney's fees and costs of collection, and shall be further entitled to interest on such unpaid amounts from the date such amounts become due and payable.

#### Effect of Termination

In addition to any other provisions of this Agreement, if this Agreement is terminated pursuant to the above, then neither the Client nor their affiliates may use, rely upon, or represent to any person or entity, the affiliation with JGMJ for any purpose.

#### No Warranty

The Client acknowledges that JGMJ has not made and will not make any express or implied warranties or representations that the services provided by JGMJ will result in any particular amount or level of revenues to the Client or income to any Client.

#### Notices

Except as otherwise expressly set forth herein, all notice required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery or, if mailed, three (3) days after the date deposited in the United States Mail, postage prepaid, registered, or certified, and return receipt requested or by email communication. Unless changed by written notice given by one party to the other as provided herein, such notices shall be given to at the following address:

  
Page 1 of 4

STRATEGIC.00089

JCMJ Consulting Company  
1835 Fernwood Rd  
Victoria, BC, Canada V8T 2Y5

Such notices shall be given to the Client at the address and/or email listed on file with JCMJ

#### Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, and the provision found invalid or unenforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and enforceability of this Agreement and the intent of the parties as expressed herein

#### Governing Law

This Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the laws of the State of CA and venue shall be in San Diego county CA.

#### Entire Agreement

This Agreement, along with all amendments and counterparts referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, either oral or written, between the parties with respect thereto. Any modification to this Agreement must be made in writing and signed by all of the parties.

#### Headings

The section headings used in this Agreement are included solely for convenience and shall not affect the interpretation of this Agreement

#### Waiver

No term or condition of this Agreement shall be deemed to have been waived except by written instrument of the party charged with such waiver

#### Construction of Words

The language herein shall be construed, in all cases according to its plain meaning and not for or against either party.

#### Prevention of Performance by JCMJ

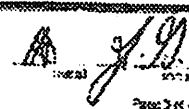
JCMJ shall not be liable for any loss or damage to the Client (including without limitation, direct, indirect, incidental and consequential damages) due to any failure in its performance hereunder; (i) because of compliance with any order, request, or control of any governmental authority or person purporting to act therefore, whether or not said order, request or control ultimately proves to have been invalid; or (ii) when its performance is interrupted, frustrated or prevented, or rendered impossible or impractical because of wars, hostilities, public disorders, acts of terrorism, enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, or acts of God, or any cause beyond its control, whether or not similar to any of the foregoing. Without limitation of the foregoing, PEN shall not be required to challenge or resist any such order, request or control, or to proceed or attempt to proceed with performance if such performance shall involve additional expense or a departure from its normal practices unless the parties shall expressly agree as to the further obligations (including, without limitation, an obligation to bear all or part of any such additional expense) to be borne by the Client as a result thereof.

#### Waiver of Breach

The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any subsequent breach of the same or any other term or condition hereof

#### Remedies

The remedies provided to the parties by this Agreement are not exclusive or exhaustive, but cumulative and in addition to any other remedies the parties may have, at law or in equity



Page 3 of 4

**Attorney's Fees**

If legal action is commenced by either party to enforce or defend its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted. The term "prevailing party" shall mean the party in whose favor final judgment after appeal (if any) is rendered with respect to the claims asserted in the complaint, and the term "reasonable attorneys' fees" are those attorneys' fees actually incurred in obtaining a judgment in favor of the prevailing party.

**Survival**

The indemnities, representations and warranties set forth herein shall survive the expiration, termination, or rescission of this Agreement for a period of one (1) year.

**Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Professional Consulting Services Agreement effective on this 26<sup>th</sup> day of FEB, 2014.

By: [Signature]Dated: Feb. 26, 2014Client: [Signature]

Dated: \_\_\_\_\_

Print Name: ANDREW FELLNERAddress: 8457 MIRALANI DR SUITE DCity/State/Zip: SAN DIEGO CA 92126Email Address: ANDY@WAZILLI.COMPhone: 760-685-7171

Fax: \_\_\_\_\_

[Signature] [Signature]  
 \_\_\_\_\_  
 Page 4 of 4

STRATEGIC.00091 .

#25

STRATEGIC.00092

**JGMJ Consulting**  
**A Medical Marijuana Consulting Company**  
**PROFESSIONAL CONSULTING**  
**SERVICES AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is entered into the execution date signed below by and between JGMJ Consulting hereinafter referred to as "JGMJ" a Canadian Company for itself and its heirs, executors, administrators, related entities and assigns, and Strategic Global Investments Inc. whose signature is executed below, hereinafter referred to as "Client"

WHEREAS, Client is interested in obtaining professional consulting services in the Industrial Hemp/Medical Marijuana Industry, and WHEREAS, JGMJ has agreed to provide the following and other related professional services for Client: Consulting Services specific to the Industrial Hemp/Medical Marijuana Industry and general industry specific business guidance

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and conditions set forth herein, the parties have agreed and hereby do agree as follows

**Services**

JGMJ shall provide to Client the professional services listed above on a continuing basis during the term of the Agreement.

**Engagement**

The Client hereby engages JGMJ to provide the professional services stated herein.

**Excluded Services and Liability**

JGMJ has no obligation or authority under this Agreement, and shall not undertake, any activity which is prohibited by the federal government (US or Canada) in regard to Industrial Hemp/Medical Marijuana regardless of the implementation of any State Medical Marijuana Program. Moreover the parties acknowledge and agree that JGMJ may not be held responsible for any damages, costs, or liabilities related to the any such services delivered by the Client related to Industrial Hemp/Medical Marijuana.

**Professional Services**

JGMJ shall use its best efforts to ensure that all professional services provided by JGMJ are provided in compliance at all times with all applicable state and federal laws, rules, and regulations.

**Professional Fees**

The Client and JGMJ agree that the fees set forth in this Section are being paid to JGMJ in consideration for its extensive business knowledge and experience in the Industrial Hemp/Medical Marijuana Industry and that such fees have been negotiated at arm's length and are fair, reasonable, and consistent with fair market value of the services furnished by JGMJ.

**Payment Method**

The Client shall pay to JGMJ a Professional Consulting Fee of 500,000 COMMON Shares of stock and \$1,000 (US) in cash for each term of the Agreement, with said stock and cash being made payable to (TBD). The initial payment of 500,000 Common Shares of stock and \$1,000 (US) in cash is due upon the execution of this agreement. The Client shall further pay to JGMJ as part of the Professional Consulting Fee 500,000 common restricted shares made payable to (TBD), on a semi-annual basis and \$1,000 (US) in cash on a semi-annual basis. If payment is not remitted within thirty (30) business days of the date of such payment due date, all services provided by JGMJ to Client will automatically terminate and Client will remain liable for the payment.

  
  
 Page 1 of 4

The Professional Consulting Services Fee may be adjusted from time to time which adjustment mutually approved by Client and JGMJ.

#### Fee Agreement

The Client agrees to pay all JGMJ related Fees. JGMJ may establish or change Professional Consulting Services Fees for Renewal Terms by emailing the Client via the email address provided by the Client, or by otherwise notifying the Client in writing in advance of the applicable Renewal Term. This Agreement is personal to the Client, and the Client may not assign the Client's rights or obligations to any third party.

#### Term

The parties intend that the term of the arrangements under this Agreement shall be for One (1) year with one (1) year renewal options.

#### Termination by JGMJ with Cause

This Agreement may be terminated by JGMJ upon a material breach of any provision of this Agreement by Client that is not cured within thirty (30) days after written or oral notice is given to Client specifying the nature of the alleged breach or upon any change in law or regulation that would inure to the detriment of JGMJ.

#### Termination by JGMJ without Cause

This Agreement may be terminated by JGMJ without cause upon thirty (30) days written notice to Client.

#### Termination by Client with Cause

This Agreement may be terminated by Client upon a material breach of any provision of this Agreement by JGMJ that is not cured within thirty (30) days after written notice is given to JGMJ specifying the nature of the alleged breach or upon any change in law or regulation that would inure to the detriment of Client.

#### Termination by Client without Cause

This Agreement may be terminated by Client without cause upon thirty (30) days written notice to JGMJ. In the event said Agreement is terminated without cause there shall be no proration of the initial or semi-annual fee due from Client.

#### Additional Remedies

In the event the default by either party involves the failure to make a payment as provided in this Agreement, the non-defaulting party shall, in addition to the recovery of the unpaid amount, be entitled to reasonable attorney's fees and costs of collection, and shall be further entitled to interest on such unpaid amounts from the date such amounts become due and payable.

#### Effect of Termination

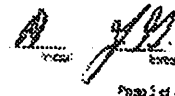
In addition to any other provisions of this Agreement, if this Agreement is terminated pursuant to the above, then neither the Client nor their affiliates may use, rely upon, or represent to any person or entity, the affiliation with JGMJ for any purpose.

#### No Warranty

The Client acknowledges that JGMJ has not made and will not make any express or implied warranties or representations that the services provided by JGMJ will result in any particular amount or level of revenues to the Client or income to any Client.

#### Notices

Except as otherwise expressly set forth herein, all notice required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery or, if mailed, three (3) days after the date deposited in the United States Mail, postage prepaid, registered, or certified, and return receipt requested or by email communication. Unless changed by written notice given by one party to the other as provided herein, such notices shall be given to at the following address:

  
JGMJ  
Page 5 of 4

STRATEGIC 00094

JCMJ Consulting Company  
7835 Fernwood Rd  
Victoria, BC, Canada V8T 2Y5

Such notices shall be given to the Client at the address and/or email listed on file with JCMJ

**Severability**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, and the provision found invalid or unenforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and enforceability of this Agreement and the intent of the parties as expressed herein

**Governing Law**

This Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the laws of the State of CA and venue shall be in San Diego county CA.

**Entire Agreement**

This Agreement, along with all amendments and counterparts referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, either oral or written between the parties with respect thereto. Any modification to this Agreement must be made in writing and signed by all of the parties.

**Headings**

The section headings used in this Agreement are included solely for convenience and shall not affect the interpretation of this Agreement

**Waiver**

No term or condition of this Agreement shall be deemed to have been waived except by written instrument of the party charged with such waiver

**Construction of Words**

The language herein shall be construed, in all cases, according to its plain meaning and not for or against either party.

**Prevention of Performance by JCMJ**

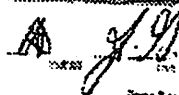
JCMJ shall not be liable for any loss or damage to the Client (including, without limitation, direct, indirect, incidental and consequential damages) due to any failure in its performance hereunder, (i) because of compliance with any order, request, or control of any governmental authority or person purporting to act therefore, whether or not said order, request or control ultimately proves to have been invalid; or (ii) when its performance is interrupted, frustrated or prevented, or rendered impossible or impractical because of wars, hostilities, public disorders, acts of terrorism, enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, or acts of God, or any cause beyond its control whether or not similar to any of the foregoing. Without limitation of the foregoing, PEN shall not be required to challenge or resist any such order, request or control, or to proceed or attempt to proceed with performance if such performance shall involve additional expense or a departure from its normal practices unless the parties shall expressly agree as to the further obligations (including, without limitation, an obligation to bear all or part of any such additional expense) to be borne by the Client as a result thereof.

**Waiver of Breach**

The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any subsequent breach of the same or any other term or condition hereof

**Remedies**

The remedies provided to the parties by this Agreement are not exclusive or exhaustive, but cumulative and in addition to any other remedies the parties may have, at law or in equity

  
Page 3 of 4



### Attorney's Fees

If legal action is commenced by either party to enforce or defend its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted. The term "prevailing party" shall mean the party in whose favor final judgment after appeal (if any) is rendered with respect to the claims asserted in the complaint, and the term "reasonable attorneys' fees" are those attorneys' fees actually incurred in obtaining a judgment in favor of the prevailing party.

### Survival

The indemnities, representations and warranties set forth herein shall survive the expiration, termination, or rescission of this Agreement for a period of one (1) year.

### Counterparts

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Professional Consulting Services Agreement effective on this 26th day of FEB, 2014.

By: [Signature]  
For: CMJ Consulting

Dated: Feb. 26, 2014

By: [Signature]  
For: Andrew Feller

Dated: \_\_\_\_\_

Print Name: ANDREW FELLER

Address: 8457 MIRALANI DR SUITE D

City/State/Zip: SAN DIEGO CA 92126

Email Address: ANDY@WAZILLIO.COM

Phone: 760-685-7171

Fax: \_\_\_\_\_

[Signature]  
Page 4 of 4